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PROPOSAL OF THE PROMOTER TO MAKE

FOREING INVESTMENT

IN THE REPUBLIC OF

THE UNION OF MYANMAR

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BAW PHYU TAUNG COMPANY LIMITED

To

Chairman
Myanmar Investment Commission
Nay Pyi Taw,
The Republic of the Union Of Myanmar

Subject : Application for issue of permit.

Dear Sir,

Date: 2. 5. ,2013.

1. In accordance with Foreign Investment Law, which was enacted by the Government of the Republic of the Union of Myanmar, we, hereby apply for issue of Permit to **Baw Phyu Taung Co.,Ltd** under Section 10 of the Foreign Investment Law.

2. **Baw Phyu Taung Co.,Ltd** is a Private Joint Venture Company Limited in accordance with the provisions of the Myanmar Companies Act.

3. In accordance with the following basic principles of the Foreign Investment law, we put up this application on behalf of **Baw Phyu Taung Co., Ltd.**

(a) Promotion ,expansion of exports and import substitution

(b) Acquisition of High Technology

(c) Opening up of more employment opportunities

(d) Regional development.

4. We submit herewith the following documents which are required for the issue of Permit from the Myanmar Investment Commission.

(a) Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar.

(b) Reference for business and financial standing

(c) Joint Venture Agreement

(d) Lease Agreement

(e) Draft Memorandum of Association and Articles of Association of Baw Phyu Taung Co., Ltd Myanmar Joint Venture Co.,Ltd to be incorporated under the laws of Myanmar.

5. We shall be most grateful if the Myanmar Investment Commission could kindly grant us the following exemptions or reliefs from Taxation.

(a) Exemption from income-tax for a period extending to 5 consecutive years, inclusive of the year of commencement of production of goods.

(b) Exemption or relief from income-tax on profits of the business if they are maintained in a reserve fund and re-invested therein within 1 year after the reserve is made.

(c) Right to accelerate depreciation in respect of machinery, equipment, building or other capital assets used in the business, at the rate fixed by the Commission to the extent of original value for the purpose of income -tax assessment.

(d) Relief from income- tax up to 50 percent on the profits accrued from the said export.

(e) Right to pay income-tax payable to the State on behalf of foreigners who have come from abroad and are employed in the enterprise and the right to deduct such payment from the assessable income.

(f) Right to pay income-tax on the income of the above-mentioned foreigners at the rates applicable to the citizens residing within the country.

(g) Right to deduct from the assessable income,. such expenses incurred in respect of research and development relating to the enterprise which are actually repuired and are carried out within the State.

(h) Right to carry forward and set-off up to 3 consecutive years from the year the loss is sustained in respect of such loss sustained within 2 years immediately following the enjoyment of exemption or relief from income-tax.

(i) Exemption or relief from customs duty or other internal taxes or both on machinery equipment, instruments, machinery component, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction.

(j) Exemption or relief from customs duty or other internal taxes or both on such raw materials imported for the first 3 year's commercial production following the completion of construction.

(k) Exemption or relief from commercial tax on manufactured goods for export.

It is our sincere hope that the Commission will be able to give this matter favourable consideration at its earliest convenience.

Yours faithfully,

U Aye Tun Shwe
Director
BAW PHYU TAUNG CO., LTD

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE UNION OF MYANMAR

Proposal of the Promoter to make foreign Investment as a Joint Venture Company Limited In the Republic of the Union of Myanmar

To
Chairman,
Myanmar Investment Commission,
Nay Pyi Taw,
The Republic of the Union of Myanmar.

Reference No:
Date: , 2013.

I wish to make investment as a Joint Venture Company Limited in the Republic of the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Law, and I here with apply for permission furnishing the following particulars:-

1. Promoter's

(a)Name:	U Aye Tun Shwe
(b)Father's Name:	U Ba Soe
(c)National Registration	9/Kha Ah Za (Naing) 013640
(d)Citizenship:	Myanmar
(e)Address:	No.(147), Room No.(5), Kauklyin Street, 29th Ward, Thingangyun Township, Yangon Region.
(f)Name of Principal Organization:	Top Ten Star Production Co., Ltd.
(g)Type of business:	Production of Lead Ore
(h)Place of Organization:	No.8,Lane (6),Mindama Road,Shwe Gabar Housing ,Mayangone Township,Yangon Region.
(i)Place of incorporation:	Nay Pyi Taw, Myanmar

2. If investment is to be made by joint-venture, the particulars of the persons wishing to participate in the joint-venture with the promoter:-

(a)Name:	Mr. Ouyang Chongbin
(b)Father's Name:	Ouyang Shunfu
(c)National Registration	G-52855055
(d)Citizenship:	China
(e)Address:	Room (405),Building (41), Meiling New Village,Meiling District, Sanming City, Fujian Province.
(f) Name of Principal Organization:	Ruili Zhisheng Import & Export Co., Ltd.
(g) Type of business:	Import/ Export , Trading
(h)Place of organization:	6 Yulin Lane.East of Ruijiang Road,Cooperative Zone,Ruili City.
(i)Place of incorporation:	Ruili City,China.

(a)Name:	Mr. Luo Huanyi
(b)Father's Name:	Luo Zhixi
(c)National Registration	G-37198823
(d)Citizenship:	China
(e)Address:	Room(202), Building (10), Wusi, New Village, Liexi, Meilie District, Sanming City, Fujian Province.
(f) Name of Principal Organization:	Ruili Zhisheng Import & Export Co., Ltd.
(g) Type of business:	Import/Export , Trading
(h)Place of organization:	6 Yulin Lane,East of Ruijiang Road, Cooperative Zone,Ruili City.
(i)Place of incorporation:	Ruili City, China.

(a)Name:	U Than Tun
(b)Father's Name:	U Kyaw Lwin
(c)National Registration	12/Ma Ba Na (Naing) 014066
(d)Citizenship:	Myanmar
(e)Address:	No. (8), Lane (6), Mindama Road, Shwe Kabar Housing, Mayangone Township, Yangon Region
(f) Name of Principal Organization:	Top Ten Star Production Co., Ltd.
(g) Type of business:	Production of Lead Ore
(h)Place of organization:	No.8,Lane (6),Mindama Road,Shwe Gabar Housing ,Mayangone Township,Yangon Region.
(i)Place of incorporation:	Nay Pyi Taw,Myanmar

3. Type of business in which investment is to be made:-
   (a) Production: -
   (b) Services: Concentrating of Lead Ore
   (to indicate name of goods or type of services)

4. Form of economic organization:-
   (a)Sole Proprietorship:
   (b)Partnership:
   (c)Limited Company: **BAW PHYU TAUNG CO., LTD.**
   (to enclose the list of the name, citizenship, address and designation of the executives of the organization, indicating the local and foreign capital ratio)

BAW PHYU TAUNG CO., LTD

Date: 2 . 5 . 2013

Subject : **Undertaking for appointment of promoter**

We have approved that U Aye Tun Shwe, a director of Baw Phyu Taung Co., Ltd has been appointed as promoter of project to be proposed for the purpose of permit application to the MIC (Myanmar Investment Commission).

Director	Signature
1. Mr.Ouyang Chongbin	Ouyang

BAW PHYU TAUNG CO., LTD

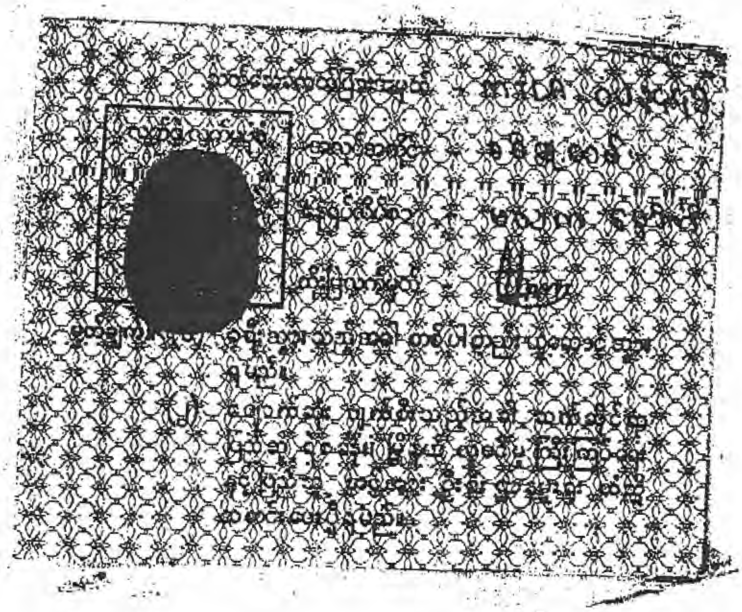
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Director	Signature
1. Mr.Ouyang Chongbin	Ouyang
2. Mr.Luo Hanyi	Luo
3. U Than Tun	[signature]
4. U Aye Tun Shwe	[signature]





[illegible]

5. If the organization is in the form of a partnership:-

(a)Capital ratio and amount to be contributed by the partner:
(b)Profit sharing ratio:
(c)Rights and liabilities of partners:

6. If the organization is in the form of a Limited company:

(a)Authorized capital: Ks **500,000,000 (Kyat Five Hundred Million Only)**
(b)Type of shares: **Ordinary Share**
(c)Share capital to be subscribed by the shareholders:- **90 % FOREIGN CAPITAL**

7. Particulars relating to the organization in which investment is to be made:-

(a) Amount of capital-

	In Thousand			
	US$	Eq: Kyat	Kyat	Total (Kyats)
(1) Amount of local capital to be contributed			383,650	383,650
(2) Amount of foreign capital to be brought in	3,948.49	3,316,731		3,316,731
Total	**3,948.49**	**3,316,731**	**383,650**	**3,700,381**

	In Thousand			
	US$	Eq: Kyat	Kyat	Total (Kyats)
(b) Amount of foreign capital to be brought in-				
(1) Foreign currency	128.00	107,520		107,520
(2) Others	3,820.49	3,209,211	-	3,209,211
Total	**3,948.49**	**3,316,731**	-	**3,316,731**

(c) Period for bringing in items mentioned in sub-paragraph **Within 12 months after getting MIC Permit.**
(d) Proposed duration of investment: **Fifty Years Extendable by 2 (Two) Ten Years Periods**

(e) Construction period: **1 Year**
(f) Commencement of construction: **During the 6 Months from the date of getting MIC Permit**

8. Particulars relating to the proposed economic organization:

(a)Type Of Business : - **Concentrating of Lead Ore**

(b)Proposed place(s) at which investment is to be made: **Land Area (6.56),Plot No. (15,16,17),Bawsaing Village,Kalaw Township, Southern Shan State.**

(c)Technique of Operation: -
(Foreign Super Vision & Training to be Calculated Lader)
(d)Annual fuel requirement: **100,000 gallons(Diesel)**
(to indicate type/quantity)
(e)Annual electricity requirement: **500 KVA**
(f)Annual water requirement: **50000 CUM**
(to indicate daily requirement, if any)

(g)Annual equipment/raw materials requirement:(See Exhibit No.V)
(h)Building requirement: (See Exhibit No.III)

(i)Type of land and area requirement: - **(6.56 Acres Equivalent 26,547.40 square metres) or (285,753.60 square ft)**

(j)Goods to be produced/services to be rendered: **(See Exhibit No.**VI)
(to indicate name, type, annual estimated quantity and value of the goods / services)
(k)System of sales:
(i) **Nil** (ii) **Nil**

(Required Machineries & Raw Materials will be imported Yantai Xinhai Mining Group Co., Ltd in China)

9. Details of foreign capital to be brougt in:- **(In Thousand)**

	Foreign US$	Estimated Equ: Kyat
(a) Foreign Currency (type and amount)	128.00	107,520
(b) Value of Machineries,equipment etc (to ecclose detail statement)	2,780.87	2,335,930
(c) Value of raw materials and other Similar materials	77.78	65,335
(d) In Building	961.84	807,946
(e)Value of rights which can be Evaluated,such as licence,trade mark, Patent rights	-	-
(f) Value of technical know-how	-	-
Total	**3,948.49**	**3,316,731**

3.9485
115

10. Details of local capital to be contributed:

	Value In Thousand			
	US$	Equ; Kyats	Kyats	Total Kyats
(a) Cash			71,080	71,080
(b) In Building			154,000	154,000
(c) Office Furniture & Equipment			51,050	51,050
(d) Vehicle			107,520	107,520
Total			**383,650**	**383,650**

383,650,000

11. Particulars relating to annual production / services-1: (Based on Joint-Venture become fully operated)
(See Detail Calculation Sheets, Exhibits No VI)

12. List of personnel required for the proposed economic organization;
(a)Local personnel required
(See Detail List on Exhibits No .X)
(b)Foreign experts and technicians required-
See Detail List on Exhibits No . X)

13. Particular relating to economic justification:

(a)Annaual income	See Detail List on Exhibit No. VII
(b)Annaual expenditures	See Detail List on Exhibit No. VII
(c)Annaual net profit	See Detail List on Exhibit No. VII
(d)Yearly investments	See Detail List on Exhibit No. VII
(e)Recoupment period	See Detail List on Exhibit No. IX

(f)To mention prospets of new employment opportunities/local and doreign market condition s/foreign exchange savings

14. Supporting documents for the proposal:-
The following documents are attached for the proposed investment:
(a)Draft contract;
(b)References for business and financial standing
(c)Draft of Memorandum of Association and Articles of Association

Signature: [signature]

Name : U Aye Tun Shwe
Designation: Director
BAW PHYU TAUNG CO., LTD.

BAW PHYU TAUNG CO., LTD.

LIST OF DIRECTOR

Exhibit No.(I)

Sr No	Name	Citizenship N.R.C Passport No	Designation	Address
	PARTY-A			
	RUILI ZHISHENG IMPORT & EXPORT CO., LTD.			
	REPRESENDED BY;			
1	MR.OUYANG CHONGBIN	Passport No. G - 52855055	Managing Director	Room (405),Building (41),Meiling New Village,Meilie District,Sanming City,Fujian Province.
2	MR.LUO HUANYI	Passport No. G - 37198823	Director	Room (202),Building (10),Wusi,New Village,Liexi,Meilie District,Sanmaing City,Fujian Province.
	PARTY-B			
	TOP TEN STAR PRODUCTION CO., LTD.			
	REPRESENDED BY;			
1	U AYE TUN SHWE	9/Kha Ah Za (Naing) 013640	Director	No.(147),Room No.(5),Kauklyin Street,29th Ward, Thingangyun Township,Yangon Region.
2	U THAN TUN	12/Ma Ba Na (Naing) 014066	Director	No.8,Lane (6),Mindama Road,Shwe Kabar Housing, Mayangone Township,Yangon Region.

BAW PHYU TAUNG CO., LTD.

CAPITAL COST

(In Thousand) **Exhibit No. I(A)**

Sr. No.		Particulars	US$	Equ: Kyats	Kyats	Total (Kyats)
1		2	3	4	5	6
1		**INVESTMENT TYPE**				
	1	In Cash	128.00	107,520	71,080	178,600
	2	Intital Raw	77.78	65,335		65,335
	3	In Building	961.84	807,946	154,000	961,946
	4	In Machineries & Equipment	2,780.87	2,335,930	107,520	2,443,450
	5	Office Equipment & Furniture			51,050	51,050
		Total Capital	**3,948.49**	**3,316,731**	**383,650**	**3,700,381**

Remark : Exchange Rate - 1US$ = 840 Kyats

BAW PHYU TAUNG CO., LTD.

Machinery Epuipment To Be Imported

In Thousand

No.	Particular	Amount (USD)	Equ ; Kyats
	Machinery & Equipment To Be Imported		
1	Exhibit (II)	690.00	579,600
2	Exhibit (II-A)	1,943.14	1,632,237
3	Exhibit (II-B)	142.73	119,893
4	Exhibit (II-C)	5.00	4,200
		2,780.87	**2,335,930**

Remark : Exchange Rate - 1US$ = 840 Kyats

BAW PHYU TAUNG CO., LTD.
Machinery & Equipment (Lead Ore Flotation Plant)
To Be Imported

Exhibit No.II

No.	Items	Unit	Qty	Price US $	Amount (USD)
	Crushing system				
1	Chute feeder	Set	1	4,000	4,000.00
2	Jaw crusher	Set	1	14,000	14,000.00
3	Cone crusher	Set	1	42,000	42,000.00
4	Vibrating screen with auto centering	Set	1	4,650	4,650.00
5	Belt conveyer	Set	1	9,750	9,750.00
6	Belt conveyer	Set	2	7,000	14,000.00
7	Electromagnetic iron romover	Set	1	3,500	3,500.00
					91,900.00
	Grinding and flotation system (two series)				
1	Steel fine ore bin	Set	1	43,000	43,000.00
2	Swing feeder	Set	4	875	3,500.00
3	Belt conveyer	Set	2	5,000	10,000.00
4	Grid ball mill	Set	2	60,000	120,000.00
5	Jigger	Set	2	7,500	15,000.00
6	High weir spiral classifier	Set	2	30,000	60,000.00
7	Slurry pump	Set	3	1,200	3,600.00
8	Continuous hydro - classifier	Set	2	6,000	12,000.00
9	Coarse sand shaking table	Set	2	3,000	6,000.00
10	Fine sand shaking table	Set	4	3,000	12,000.00
11	High efficiency agitation tank	Set	4	4,200	16,800.00
12	Reagent agitation tank	Set	1	2,500	2,500.00
13	Reagent agitation tank	Set	4	1,200	4,800.00
14	Flotation cell	Set	20	3,500	70,000.00
15	Flotation cell	Set	10	2,200	22,000.00
16	Slurry pump	Set	4	3,500	14,000.00
17	Frequency converter matching with pump	Set	2	800	1,600.00

BAW PHYU TAUNG CO., LTD.
Machinery & Equipment (Lead Ore Flotation Plant)
To Be Imported

Exhibit No.II

No.	Items	Unit	Qty	Price US $	Amount (USD)
18	Slurry pump	Set	3	4,000	12,000.00
19	Submersible pump	Set	2	4,000	8,000.00
					436,800.00
	Concentrate dewatering system				
1	Updated high - efficiency thickener	Set	1	18,000	18,000.00
2	Ceramics filter	Set	1	48,000	48,000.00
3	Belt conveyer	Set	1	4,500	4,500.00
4	Submersible pump	Set	1	4,400	4,400.00
					74,900.00
	Tailings dewatering system				
1	Hydro - cyclone	Set	2	1,500	3,000.00
2	Dewatering screen	Set	1	21,000	21,000.00
3	Belt conveyer	Set	1	5,000	5,000.00
4	High efficiency deep cone thickener	Set	1	42,000	42,000.00
5	Flocculent agitation tank	Set	1	2,700	2,700.00
6	Chemical pump	Set	2	1,250	2,500.00
7	Submersible pump	Set	1	3,200	3,200.00
8	Tailings back water pump	Set	2	3,500	7,000.00
					86,400.00
	Total				**690,000.00**

BAW PHYU TAUNG CO., LTD.
Machinery & Equipment
To Be Imported

Exhibit No.II(A)

No.	Items	Unit	Qty	Price US $	Amount (USD)
	Bill of main steel materials of Lead & Silver Ore Dressing Plant				
1	Common steel plate (Checkered steel plate)	m 2	500	50	25,000.00
2	Common steel plate	Sheet	30	450	13,500.00
3	Common steel plate	Sheet	50	600	30,000.00
4	Common steel plate	Sheet	20	750	15,000.00
5	Common steel plate	Sheet	10	900	9,000.00
6	Common steel plate	Sheet	5	1,200	6,000.00
7	Steel angle (1 x 6)	Pcs	100	120	12,000.00
8	Steel angle	Pcs	200	160	32,000.00
9	Steel angle	Pcs	100	220	22,000.00
10	Steel angle	Pcs	80	270	21,600.00
11	Channel steel	Pcs	40	550	22,000.00
12	Channel steel	Pcs	30	600	18,000.00
13	Channel steel	Pcs	40	700	28,000.00
14	Light rail	Pcs	100	500	50,000.00
15	Common steel tube	Pcs	5	800	4,000.00
16	Gate valve (matching with steel tube)	Pcs	5	150	750.00
17	Tailing tube (flowing by gravity)	m	500	80	40,000.00
18	Gate valve(matching with tailing tube)	Pcs	3	150	450.00
19	Common steel tube	m	500	95	47,500.00
20	Common steel tube	m	800	70	56,000.00
21	Common steel tube (galvanized)	m	800	40	32,000.00
22	Common steel tube (galvanized)	m	800	35	28,000.00
23	Elbow bend	Pcs	15	30	450.00
24	Elbow bend	Pcs	30	20	600.00
25	Elbow bend	Pcs	50	15	750.00
26	Elbow bend	Pcs	50	12	600.00
27	Straight connection	Pcs	40	20	800.00
28	Straight connection	Pcs	50	15	750.00
29	Straight connection	Pcs	50	12	600.00
30	Tee	Pcs	5	30	150.00

BAW PHYU TAUNG CO., LTD.
Machinery & Equipment
To Be Imported

Exhibit No.II(A)

No.	Items	Unit	Qty	Price US $	Amount (USD)
31	Tee	Pcs	20	20	400.00
32	Tee	Pcs	30	15	450.00
33	Tee	Pcs	50	12	600.00
34	Reducing Joint	Pcs	10	30	300.00
35	Reducing Joint	Pcs	40	25	1,000.00
36	Reducing Joint	Pcs	20	15	300.00
37	Reducing Joint	Pcs	30	15	450.00
38	Reducing Joint	Pcs	2	30	60.00
39	Reducing Joint	Pcs	10	25	250.00
40	Reducing Joint	Pcs	10	15	150.00
41	Gate Valve	Pcs	6	30	180.00
42	Gate Valve	Pcs	12	25	300.00
43	Gate Valve	Pcs	80	15	1,200.00
44	Gate Valve or faucet	Pcs	80	12	960.00
45	Pipe threading machine	Set	1	250	250.00
46	Bolt	g	1	10,000	10,000.00
47	360 excavator	Set	3	180,000	540,000.00
48	50 Loading machine	Set	2	57,000	114,000.00
49	Electronic weight bridge (digital)	Set	1	15,000	15,000.00
50	5t electronic hoist scale	Set	1	9,000	9,000.00
					1,212,350.00
	Machanical repair tools				
1	Adustable spanner	Pcs	4	10	40.00
2	Fork box spanner	Set	2	20	40.00
3	Socket wrench	Set	1	35	35.00
4	Steel tape	Pcs	5	4	20.00
5	Steel ruler	Pcs	2	3	6.00
6	Spirit level	Pcs	2	7	14.00
7	Compasses	Pcs	2	5	10.00
8	Wire cutter	Pcs	3	4	12.00

BAW PHYU TAUNG CO., LTD.
Machinery & Equipment
To Be Imported

Exhibit No.II(A)

No.	Items	Unit	Qty	Price US $	Amount (USD)
9	Manual hoist	Pcs	2	400	800.00
10	Pulley wheel	Pcs	3	40	120.00
11	U type buckle	Pcs	2	8	16.00
12	U type buckle	Pcs	2	8	16.00
13	U type buckle	Pcs	2	8	16.00
14	Saw bow	Pcs	3	10	30.00
15	Metal saw blade	bag	2	5	10.00
16	Toolkit	Pcs	4	7	28.00
17	Steel wire rope	m	50	10	500.00
18	Steel wire rope	m	50	9	450.00
19	Steel wire rope	m	50	8	400.00
20	Steel wire rope	m	50	7	350.00
21	Cutter	Pcs	5	4	20.00
22	Cutter blade	Box	5	3	15.00
23	Angle	Pcs	3	8	24.00
24	Chalk	Box	5	2	10.00
25	Painting brush	Box	10	5	50.00
26	Grinding wheel	set	1	200	200.00
27	Flat screwdriver	Pcs	5	4	20.00
28	Torx screwdriver	Pcs	5	5	25.00
29	Needle - nose piler	Pcs	5	6	30.00
30	Internal & external circlip pliers	Set	1	10	10.00
31	Hammer	Pcs	3	5	15.00
32	Bench clamp	Set	1	40	40.00
33	Bench drill (equipped with a set of bits)	Set	1	250	250.00
34	Welding gun	Pcs	3	10	30.00
35	Cutting gun	Pcs	3	10	30.00
36	Tools of electricians	Set	1	50	50.00
37	Office equipment	Set	1	5,000	5,000.00
38	Inernal wireless communication equipment	Set	1	15,000	15,000.00
39	Internal fibre optic communication equipment	Set	1	18,000	18,000.00
					41,732.00
	Electrical equipment				
1	Main transformer	Set	1	22,000	22,000.00

BAW PHYU TAUNG CO., LTD.
Machinery & Equipment
To Be Imported

Exhibit No.II(A)

No.	Items	Unit	Qty	Price US $	Amount (USD)
2	Leading in cabinet with low voltage	Set	1	6,500	6,500.00
3	Capacitance compensation cabinet	Set	2	4,000	8,000.00
4	Outlet cabinet with low voltage	Set	4	3,250	13,000.00
5	10 KV outdoor vacuum circuit breaker	Set	2	2,050	4,100.00
6	Sifting power distribution box 1	Set	1	600	600.00
7	Power distribution box 2 for curshing	Set	1	1,500	1,500.00
8	Power distribution box 3 for ore grinding	Set	1	1,300	1,300.00
9	Power distribution box 4 and 5 for ball mill	Set	2	3,000	6,000.00
10	Power distribution box 6 and 7 for flotation	Set	2	800	1,600.00
11	Power distribution box 8 and 9 for flotation	Set	2	700	1,400.00
12	Power distribution box 10 for tail	Set	1	960	960.00
13	Power distribution box 11 for tail	Set	1	600	600.00
14	Power distribution box 12 for dewatering of tailing	Set	1	700	700.00
15	Power distribution box 13 for dewatering of tailing	Set	1	1,200	1,200.00
					69,460.00
	Cable List				
1	Chinese standard shielded hard plastic sleeve copper core	m	250	14.40	3,600.00
2	Chinese standard shielded hard plastic sleeve copper core	m	100	39	3,900.00
3	Chinese standard shielded hard plastic sleeve copper core	m	200	70	14,000.00
4	Chinese standard shielded hard plastic sleeve copper core	m	250	28	7,000.00
5	Chinese standard hard plastic sleeve copper core	m	500	12	6,000.00
6	Chinese standard hard plastic sleeve copper core	m	500	5	2,400.00
7	Chinese standard hard plastic sleeve copper core	m	1200	1.00	1,200.00
8	Chinese standard hard plastic sleeve copper core	m	1900	1.790	3,400.05
9	Chinese standard hard plastic sleeve copper core	m	1200	2.58	3,099.60
10	Chinese standard hard plastic sleeve copper core	m	1500	1.20	1,800.00
11	Rubber sheathed flexible cord of Level A of Chinese standard	m	400	3.50	1,400.00
12	Rubber sheathed flexible cord of Level A of Chinese standard	m	1000	2.20	2,200.00
					49,999.65

BAW PHYU TAUNG CO., LTD.
Machinery & Equipment
To Be Imported

Exhibit No.II(A)

No.	Items	Unit	Qty	Price US $	Amount (USD)
	List of Machinery				
1	LD Single - beam electric crane	Set	1	15,000	15,000.00
2	LD Single - beam electric crane	Set	1	15,000	15,000.00
3	LD Single - beam electric crane	Set	1	13,000	13,000.00
4	LD Single - beam electric crane	Set	1	9,600	9,600.00
5	Overhead travelling crane with hoist	Set	1	8,000	8,000.00
6	Overhead travelling crane with hoist	Set	1	9,000	9,000.00
7	Transformers D-10 (wave drift vehicle)	Nos.	8	50,000	400,000.00
8	GENLYON 8 * 4 Cargo Truck	Nos.	2	50,000	100,000.00
					569,600.00
	Total				**1,943,141.65**

<u>**BAW PHYU TAUNG CO., LTD.**</u>
<u>**Machinery & Spare Parts**</u>
<u>**To Be Imported**</u>

Exhibit No.II(B)

No.	Items	Qty	Price US $	Amount (USD)
	CG 1240 x 980 Chute Feeder (1 Set)			
1	External eccentric wheel	1	67.00	67.00
2	Internal eccentric wheel	1	36.00	36.00
3	Shaft sleeve	2	4.50	9.00
4	Lower ring	1	245.50	245.50
5	Upper ring	1	268.00	268.00
6	Idler wheel	2	22.00	44.00
7	Shaft sleeve	2	3.50	7.00
8	Bearing	8	5.40	43.20
				719.70
10	**PE 400 x 6000 Jaw Crusher (1 Set)**			
11	Fixed plate	5	527.00	2,635.00
12	Movable plate	5	527.00	2,635.00
13	Toggle plate	2	178.00	356.00
14	Upper side fender	6	111.60	669.60
15	Lower side fender	6	82.50	495.00
16	Square - head bolt	24	3.50	84.00
17	Side press block	2	9.00	18.00
18	Middle press block	1	10.00	10.00
19	Square-head bolt	3	6.70	20.10
20	Toggle plate mat	1	38.00	38.00
21	Toggle plate mat	1	40.00	40.00
22	Draw bar	1	22.00	22.00
23	Spring	1	31.20	31.20
24	Round nut	2	4.50	9.00
25	Round nut	2	9.00	18.00
26	Adapter	2	18.00	36.00
27	Bearing	2	223.00	446.00
28	Bearing	2	380.00	760.00
29	V - belt	20	16.70	334.00
				8,656.90
	PYZ 900 Cone Crusher (1 Set)			
1	Taper liner	1	1,250.00	1,250.00
2	Straight sleeve	1	2,031.00	2,031.00
3	Bearing	1	35.70	35.70
4	Bearing	1	107.00	107.00
5	U shape tile	1	1,339.00	1,339.00
6	Pinion	1	737.00	737.00
7	Spring	3	67.00	201.00

BAW PHYU TAUNG CO., LTD.
Machinery & Spare Parts
To Be Imported

Exhibit No.II(B)

No.	Items	Qty	Price US $	Amount (USD)
8	Crushing wall	1	960.00	960.00
9	Distribution	1	402.00	402.00
10	Mortar wall	1	982.00	982.00
				8,044.70
	SZZ 1530 Self center vibrating screen (1 Set)			
1	Screen	2	152.00	304.00
2	Spring	4	35.70	142.80
3	Tension plate	2	56.00	112.00
4	Bearing	2	58.00	116.00
5	V - belt	15	3.50	52.50
				727.30
	TD 75 - 6550 Belt conveyer (1 Set)			
1	Small idler	40	10.00	400.00
2	Impact idler	6	11.00	66.00
3	Parallel idler	5	22.80	114.00
4	Vertical roll	6	5.60	33.60
5	Bearing	20	1.80	36.00
6	Bearing	4	13.50	54.00
7	Conveying belt	74	27.00	1,998.00
				2,701.60
	TD 75- 5050 Belt conveyer (6 Set)			
1	Small idler	100	7.00	700.00
2	Impact idler	20	11.00	220.00
3	Parallel idler	15	21.50	322.50
4	Vertical roll	6	5.60	33.60
5	Bearing	20	1.80	36.00
6	Bearing	10	10.00	100.00
7	Conveyer belt	150	20.00	3,000.00
				4,412.10
	BG 400 x 400 Swaying feeder (4 Set)			
1	Upper shaft	2	20.00	40.00
2	Lower shaft	2	11.00	22.00
3	Sleeve	8	23.50	188.00
4	Sleeve	8	18.00	144.00
5	Bearing	8	5.60	44.80
6	Electric motor	1	116.00	116.00
				554.80
	MQGg 1836 Ball Mill (2 Set)			
1	Drum feeder	1	2,902.00	2,902.00

BAW PHYU TAUNG CO., LTD.
Machinery & Spare Parts
To Be Imported

Exhibit No.II(B)

No.	Items	Qty	Price US $	Amount (USD)
2	Feeding liner	1	1,563.00	1,563.00
3	Discharging	1	893.00	893.00
4	End liner	32	114.00	3,648.00
5	Round plate	2	72.50	145.00
6	Grid plate	16	165.00	2,640.00
7	Long liner	64	219.00	14,016.00
8	Manhole liner	4	156.00	624.00
9	Liner -1	176	176.00	30,976.00
10	Liner-2	32	87.00	2,784.00
11	Square countersunk bolt	376	2.50	940.00
12	Square countersunk bolt	8	3.50	28.00
13	Square countersunk bolt	32	2.90	92.80
14	Square countersunk bolt	32	3.00	96.00
15	Square countersunk bolt	16	8.50	136.00
16	Square countersunk bolt	16	10.00	160.00
17	Nut	960	0.33	316.80
18	Washer	480	0.28	134.40
19	Hemp packing	480	0.07	33.60
20	Pinion bearing	2	245.50	491.00
21	Pin	48	4.50	216.00
22	Pin	32	3.50	112.00
				62,947.60
	FLG - 1500 Spiral classifier (2 Set)			
1	Inclined bracket	2	58.00	116.00
2	Screw blade	2	58.00	116.00
3	Screw blade	2	53.50	107.00
4	Screw blade	20	44.60	892.00
5	Screw blade	2	67.00	134.00
6	Screw blade	2	69.00	138.00
7	Fan shape liner	2	766.00	1,532.00
8	Fan shape liner	670	11.00	7,370.00
9	Small spoon head	12	22.30	267.60
10	Lower spindle head	2	1,295.00	2,590.00
11	Rubber bearing	4	29.00	116.00
12	Bushing	1	1,062.50	1,062.50
13	V-belt	20	3.50	70.00
				14,511.10
	1PNJ Slurry pump (6 Set)			
1	Pump cover	6	56.00	336.00

BAW PHYU TAUNG CO., LTD.
Machinery & Spare Parts
To Be Imported

Exhibit No.II(B)

No.	Items	Qty	Price US $	Amount (USD)
2	Sheath	6	134.00	804.00
3	Impeller	6	123.00	738.00
4	Fixed pulley	6	22.36	134.16
5	Auxiliary impeller	6	45.00	270.00
6	Bearing 307	6	3.20	19.20
7	Oil seal	6	1.20	7.20
8	Oil seal	6	0.90	5.40
9	Shaft sleeve	6	33.50	201.00
10	Pump spindle	1	58.00	58.00
				2,572.96
	6-S Shaking table (6 set)			
1	Toggle plate	2	11.20	22.40
2	Rocker	2	31.50	63.00
3	Toggle plate pedestal	2	5.60	11.20
4	Bent axle	2	74.00	148.00
5	V-belt	20	1.80	36.00
				280.60
	GBJ- 1500 High efficiency agitation tank (4 sets)			
1	Vertical axis	1	129.50	129.50
2	Impeller	4	67.00	268.00
3	Screw cap	4	1.80	7.20
4	Bearing	4	7.00	28.00
5	V-belt	20	2.30	46.00
6	Electro motor	1	174.00	174.00
				652.70
	BJW - 1500 Reagent agitation tank (1 Set)			
1	Vertical axis	1	152.00	152.00
2	Impeller	1	29.00	29.00
3	Bearing	2	7.00	14.00
4	V-belt	6	2.30	13.80
				208.80
	BJW - 1000Reagent agitation tank (4 Set)			
1	Vertical axis	1	36.00	36.00
2	Impeller	2	13.50	27.00
3	Bearing	4	2.70	10.80
4	V-belt	10	1.00	10.00
				83.80
	SF-2.0 Floatation cell (20 Set)			
1	Rubber impeller	20	78.50	1,570.00

BAW PHYU TAUNG CO., LTD.
Machinery & Spare Parts
To Be Imported

Exhibit No.II(B)

No.	Items	Qty	Price US $	Amount (USD)
2	Rubber cover plate	20	112.00	2,240.00
3	Principal axis	2	446.00	892.00
4	Rubber sleeve	10	6.00	60.00
5	Gum	10	5.50	55.00
6	Specific made screw cap	5	9.00	45.00
7	J-type oil seal	20	0.90	18.00
8	Bearing	8	18.00	144.00
9	Front spindle head	2	14.50	29.00
10	End spindle head	2	29.00	58.00
11	Connecting shaft	2	22.30	44.60
12	Upper bearing bush	2	1.20	2.40
13	Lower bearing bush	2	1.20	2.40
14	Rubber bearing	4	4.50	18.00
15	V-belt	10	2.30	23.00
16	Electric motor	1	150.00	150.00
17	V-belt	60	5.60	336.00
18	Electric motor	2	562.50	1,125.00
				6,812.40
	SF-1.2 Floatation cell (10 Set)			
1	Rubber impeller	10	51.50	515.00
2	Rubber cover plate	10	80.50	805.00
3	Principal axis	1	357.00	357.00
4	Rubber sleeve	5	2.70	13.50
5	Gum	5	1.60	8.00
6	Specific made screw cap	3	0.70	2.10
7	J type oil seal	20	1.20	24.00
8	Bearing	6	12.50	75.00
9	Front spindle head	2	11.20	22.40
10	End spindle head	2	9.00	18.00
11	Connecting shaft	2	14.50	29.00
12	Shaft sleeve	2	3.50	7.00
13	Bushing	2	24.50	49.00
14	Electric motor	1	116.00	116.00
15	V-belt	50	2.30	115.00
				2,156.00
	XPA 80/80 Xinhai slurry pump (6 Set)			
1	Impeller	8	821.00	6,568.00
2	Front sheath	8	603.00	4,824.00
3	Back sheath	6	603.00	3,618.00
4	Principal axis	2	152.00	304.00

BAW PHYU TAUNG CO., LTD.
Machinery & Spare Parts
To Be Imported

Exhibit No.II(B)

No.	Items	Qty	Price US $	Amount (USD)
5	Main shaft	10	50.00	500.00
6	External water retaining ring	10	2.30	23.00
7	Internal water retaining ring	5	27.00	135.00
8	Gum	5	20.00	100.00
9	Bearing	3	28.00	84.00
10	Bearing	3	45.00	135.00
				16,291.00
	40PV-SP Submerged pump (4 Set)			
1	Pump body	4	330.00	1,320.00
2	Impeller	8	200.00	1,600.00
3	Back guard plate	4	145.00	580.00
4	O type seal ring	10	1.80	18.00
5	Transmission shaft	1	447.00	447.00
6	Framework oil seal	10	1.50	15.00
7	Bearing	6	22.50	135.00
8	Bearing	6	22.50	135.00
9	Round nut	2	1.00	2.00
10	Connecting plate	4	145.00	580.00
11	Rubber ring	4	1.50	6.00
				4,838.00
	NZSG-9 Updated high effiency thickener (1 Set)			
1	Thrust bearing	1	6.70	6.70
2	Upper bearing bush	2	11.20	22.40
3	Lower bearing bush	2	11.20	22.40
4	Inner ring	1	6.70	6.70
5	Sliding key	1	2.60	2.60
6	Fixed sleeve	1	192.00	192.00
7	Shaft sleeve	1	10.00	10.00
8	Semi - ring	2	4.50	9.00
				271.80
	X.C -200 Xinhai wearable hydro - cyclone (2 Set)			
1	Spigot	4	130.00	520.00
				520.00
	VD-9 Dewatering (1 Set)			
1	Screen	50	90.00	4,500.00
2	Rise plug	100	2.30	230.00
				4,730.00
	XBJ - 1000 x 1750 Flocculant agitating tank (1 Set)			
1	Impeller	1	11.20	11.20

BAW PHYU TAUNG CO., LTD.
Machinery & Spare Parts
To Be Imported

Exhibit No.II(B)

No.	Items	Qty	Price US $	Amount (USD)
2	Bearing	2	5.50	11.00
3	V-belt	6	1.60	9.60
				31.80
	Total			**142,725.66**

1

BAW PHYU TAUNG CO., LTD.
Additional Equipment List
To Be Imported

Exhibit No.II(C)

No.	Items	Unit	Qty	Price US $	Amount (USD)
1	Double roller Crusher	Set	1	5,000	5,000.00
					5,000.00

BAW PHYU TAUNG CO., LTD.
Building Cost

Exhibit No.III
(Kyats In Thousand)

No.	Items	Amount (USD)	Kyats
	Construction Fee		
1	Contract Fees Steel Structure Work		154,000.00
2	Fees for admission and exit of autocrane	31,250.00	
3	Installation fees for all equipment of ore dressing plant	125,000.00	
	Material		
1	Material	805,591.98	
		961,841.98	**154,000.00**

BAW PHYU TAUNG CO., LTD.
Materials List of Building
To Be Imported

Exhibit No.III(A)

No.	Items	Unit	Qty (kg)	Qty	Price US $	Amount (USD)
	Civil engineering material					
1	Reinforcing Bar	T		495	937.50	464,062.50
						464,062.50
	Installation materials					
1	Steel rail	m	4501	184	1.36	6,121.36
2	Pressplate	Pcs		1670	1.70	2,839.00
3	Bolt,nut and washer	Set		1670	0.91	1,519.70
4	Fishplate	Set		33	18.30	603.90
5	Safety slip line	Set		112	24.80	2,777.60
6	Bumper	Set		20	31.30	626.00
7	Limit switch	Pcs		8	20.90	167.20
8	Limit stop frame	Set		8	26.00	208.00
9	132a I-beam rail	m	1272	24	1.36	1,729.92
10	Lifting frame	Set		10	57.50	575.00
11	Bolt,nut and washer for lifting frame	Set		47	0.80	37.60
12	Flexible cable	m		68	9.10	618.80
13	Guy cable steel rope	m		30	3.90	117.00
14	Stoneware Bottle	Pcs		20	6.50	130.00
15	Turnbuckle bolt	Set		10	10.50	105.00
						18,176.08
	Steel Structure and Equipment Installation For 300T/D Lead and Silver Dressing Plant					
1	Fabrication and installation of steel structure	T		157	1562.5	245,312.50
2	High-strength bolt	Set		756	2.8	2,116.80
3	Ordinary bolt of level 4.8	Set		1260	0.8	1,008.00
4	Anchor nut	Pcs		1120	2.4	2,688.00
5	Roof color plate (0.5 piece of tile)	m2		1270	21.9	27,813.00
6	Wall color plate (0.5 piece of tile)	m2		1120	23.5	26,320.00
7	Trimming and flashing plate (0.6 mm)	m2		95	18.8	1,786.00
8	Fabrication and installation of plastic steel window	m2		283	46.9	13,272.70
9	Fabrication and installation of colorbond window	m2		5	50	250.00
10	Fabrication and installation of rolling shutter door	m2		54	51.6	2,786.40
						323,353.40
	Total					**805,591.98**

BAW PHYU TAUNG CO., LTD.

Vehicle Lists

Locally

Exhibit No.III(B)

In Thousand

No.	Items	Unit	Qty	Price (Ks)	Amount (Ks)
1	Toyota Landcruiser	Nos.	2	37,800	75,600.00
2	Toyota Hiace	Nos.	1	31,920	31,920.00
	Total				**107,520.00**

BAW PHYU TAUNG CO., LTD.

Office Equipment & Furniture

(Local)

(Kyats In Thousand)

Exhibit No.IV

Sr	Particulars	Unit	Qty	Unit Price In Kyats	Value In Kyats
1	Tables	Nos	50	150	7,500
2	Chairs	Nos	80	55	4,400
3	Meeting Table	Nos	10	300	3,000
4	Computer Table	Nos	10	150	1,500
5	Computer	Nos	10	520	5,200
6	Printer	Nos	5	400	2,000
7	Cupboard	Nos	5	250	1,250
8	Copier	Nos	1	1,200	1,200
9	Electrical Tools (CCTV , Telephone & Communication Meterial)			25,000	25,000
	Total				**51,050**

BAW PHYU TAUNG COMPANY LIMITED.

VALUE OF RAW MATERIALS

TO BE IMPORTED

Exhibit No.V

Sr No		Particulars	A/U	Year-1	Year-2	Year-3	Year-4	Year-5-10
1		**Flotation Reagents of Lead Oxide Ore (Qty)**						
	1	$Na_2 Co_3$	Ton	33.60	35.70	37.40	39.10	40.80
	2	$Na_2 S$	Ton	396.00	415.80	435.60	455.40	475.20
	3	$Na_2 Si O_3$	Ton	15.00	15.75	16.50	17.25	18.00
	4	415 Xanthate $C_4 H_9$ OCSSNA	Ton	9.00	9.45	9.90	10.35	10.80
	5	Diethyldithocarbamate (C_2H_5) 2NCSSNA 3 - H_2O	Ton	12.00	12.60	13.20	13.80	14.40
	6	2# Oil $C_{10} H_{17}$ OH	Ton	1.50	1.60	1.70	1.80	1.90
2		**Flotation Reagents of Lead Sulfide Ore(Qty)**						
	1	$Na_2 S$	Ton	15.00	15.75	16.50	17.25	18.00
	2	Sodium Butyl Xanthate $C_4 H_9$ OCSSNA	Ton	5.50	6.30	6.60	6.90	7.20
	3	Ammonium dibutyl dithiophosphate$(C_4H9O)_2$ $PSSNH_4$	Ton	2.00	2.10	2.20	2.30	2.40
	4	2# Oil $C_{10} H_{17}$ OH	Ton	1.25	1.05	1.10	1.15	1.20

BAW PHYU TAUNG COMPANY LIMITED.

VALUE OF RAW MATERIALS

TO BE IMPORTED

Exhibit No.V

Sr No		Particulars	A/U	Year-1	Year-2	Year-3	Year-4	Year-5-10
1		**Flotation Reagents of Lead Oxide Ore (Price)**						
	1	$Na_2 Co_3$	US$/Ton	390.00	398.00	406.00	414.00	422.00
	2	$Na_2 S$	US$/Ton	833.00	850.00	867.00	884.00	901.00
	3	$Na_2 Si O_3$	US$/Ton	520.00	530.00	540.00	550.00	560.00
	4	415 Xanthate $C_4 H_9$ OCSSNA	US$/Ton	3,177.00	3,241.00	3,305.00	3,369.00	3,433.00
	5	Diethyldithocarbamate (C_2H_5) 2NCSSNA 3 - H_2O	US$/Ton	2,864.00	2,921.00	2,978.00	3,035.00	3,092.00
	6	2# Oil $C_{10} H_{17}$ OH	US$/Ton	2,604.00	2,656.00	2,708.00	2,760.00	2,812.00
2		**Flotation Reagents of Lead Sulfide Ore(Price)**						
	1	$Na_2 S$	US$/Ton	990.00	1,010.00	1,030.00	1,050.00	1,070.00
	2	Sodium Butyl Xanthate $C_4 H_9$ OCSSNA	US$/Ton	3,177.00	3,241.00	3,305.00	3,369.00	3,433.00
	3	Ammonium dibutyl dithiophosphate$(C_4H9O)_2$ $PSSNH_4$	US$/Ton	5,208.00	5,312.00	5,416.00	5,520.00	5,624.00
	4	2# Oil $C_{10} H_{17}$ OH	US$/Ton	2,604.00	2,656.00	2,708.00	2,760.00	2,812.00

BAW PHYU TAUNG COMPANY LIMITED.
VALUE OF RAW MATERIALS
TO BE IMPORTED

Exhibit No.V

Sr No		Particulars	A/U	Year-1	Year-2	Year-3	Year-4	Year-5-10
1		**Flotation Reagents of Lead Oxide Ore (Value)**						
	1	Na_2CO_3	US$'000	13.26	14.21	15.18	16.19	17.22
	2	Na_2S	US$'000	329.87	353.43	377.67	402.57	428.16
	3	Na_2SiO_3	US$'000	7.80	8.35	8.91	9.49	10.08
	4	415 Xanthate $C_4H_9OCSSNA$	US$'000	28.59	30.63	32.72	34.87	37.08
	5	Diethyldithocarbamate (C_2H_5) 2NCSSNA 3 - H_2O	US$'000	34.37	36.80	39.31	41.88	44.52
	6	2# Oil $C_{10}H_{17}OH$	US$'000	5.21	4.25	4.60	4.97	5.34
				419.10	**447.67**	**478.39**	**509.97**	**542.40**
2		**Flotation Reagents of Lead Sulfide Ore(Value)**						
	1	Na_2S	US$'000	14.85	15.91	17.00	18.11	19.26
	2	Sodium Butyl Xanthate $C_4H_9OCSSNA$	US$'000	19.06	20.42	21.81	23.25	24.72
	3	Ammonium dibutyl dithiophosphate$(C_4H9O)_2$ $PSSNH_4$	US$'000	10.42	11.16	11.92	12.70	13.50
	4	2# Oil $C_{10}H_{17}OH$	US$'000	2.60	2.79	2.98	3.17	3.37
				46.93	**50.27**	**53.70**	**57.23**	**60.85**
		Total		**466.03**	**497.94**	**532.09**	**567.20**	**603.25**
		Equivalent Kyats'000		**391,465**	**418,270**	**446,956**	**476,448**	**506,730**

Remark : Exchange Rate - 1US$ = 840 Kyats

BAW PHYU TAUNG CO., LTD.

GOODS TO BE PRODUCED

Exhibit No.VI

Sr No	Particulars	Unit	Production Period (Maximum Capacity 300 Days / Years)				
			Year-1	Year-2	Year-3	Year-4	Year-5-10
1	**Production**						
	Lead Ore	Ton	30,000	31,500	33,000	34,500	36,000
2	**Price**						
	Lead Ore	Ks/Ton	62,000	63,240	64,480	65,720	66,960
3	**Income**						
	Lead Ore	Ks / 000	1,860,000	1,992,060	2,127,840	2,267,340	2,410,560
	Total Income	**Ks / 000**	**1,860,000**	**1,992,060**	**2,127,840**	**2,267,340**	**2,410,560**

US – 2.869

BAW PHYU TAUNG CO., LTD.

Profit & Loss Statement

In Thousand

Exhibit No. VII

Sr No		Particulars	Year-1			Year-2			Year-3		
			US$	Kyats	Equ;Ks	US$	Kyats	Equ;Ks	US$	Kyats	Equ;Ks
1		**Income**									
	1	Servicing Income		1,860,000	1,860,000		1,992,060	1,992,060		2,127,840	2,127,840
		Sub - Total		**1,860,000**	**1,860,000**		**1,992,060**	**1,992,060**		**2,127,840**	**2,127,840**
2		**Cost Of Product**									
	1	Raw Material (US$)	466.03		391,465	497.94		418,270	532.09		446,956
		Sub Total	**466.03**		**391,465**	**497.94**		**418,270**	**532.09**		**446,956**
		Gross Profit	**(466.03)**	**1,860,000**	**1,468,535**	**(497.94)**	**1,992,060**	**1,573,790**	**(532.09)**	**2,127,840**	**1,680,884**
3		**Expenses**									
	1	Salaries & Wages		190,800	190,800		194,616	194,616		198,432	198,432
	2	Electrical & Power		120,000	120,000		122,400	122,400		124,800	124,800
	3	Fuel & Oil Expenses		303,600	303,600		309,672	309,672		315,744	315,744
	4	Administration Expenses		68,000	68,000		69,360	69,360		70,720	70,720
	5	Repair & Maintenance		90,000	90,000		91,800	91,800		93,600	93,600
	6	Land Rental	53.09		44,596	53.09		44,596	53.09		44,596
	7	Other Expenses		24,000	24,000		24,480	24,480		24,960	24,960
	8	Depreciation		345,645	345,645		345,645	345,645		345,645	345,645
		Sub Total	**53.09**	**1,142,045**	**1,186,641**	**53.09**	**1,157,973**	**1,202,569**	**53.09**	**1,173,901**	**1,218,497**
		Net Profit	**(519.12)**	**717,955**	**281,894**	**(551.03)**	**834,087**	**371,222**	**(585.18)**	**953,939**	**462,388**
		Income Tax									
		Total Net Profit	**(519.12)**	**717,955**	**281,894**	**(551.03)**	**834,087**	**371,222**	**(585.18)**	**953,939**	**462,388**

Remark : 1. Exchange Rate - 1US$ = 840 Kyats

2. Depreciation is calculated base on straight line method (10%).

3. Income Tax is calculated (25%) on net profit.

BAW PHYU TAUNG CO., LTD.
Profit & Loss Statement

In Thousand

Exhibit No. VII

Sr No		Particulars	Year-4 US$	Year-4 Kyats	Year-4 Equ;Ks	Year-5 US$	Year-5 Kyats	Year-5 Equ;Ks	Year-6 US$	Year-6 Kyats	Year-6 Equ;Ks
1		**Income**									
	1	Servicing Income		2,267,340	2,267,340		2,410,560	2,410,560		2,410,560	2,410,560
		Sub - Total		**2,267,340**	**2,267,340**		**2,410,560**	**2,410,560**		**2,410,560**	**2,410,560**
2		**Cost Of Product**									
	1	Raw Material (US$)	567.20		476,448	603.25		506,730	603.25		506,730
		Sub Total	**567.20**		**476,448**	**603.25**		**506,730**	**603.25**		**506,730**
		Gross Profit	**(567.20)**	**2,267,340**	**1,790,892**	**(603.25)**	**2,410,560**	**1,903,830**	**(603.25)**	**2,410,560**	**1,903,830**
3		**Expenses**									
	1	Salaries & Wages		202,248	202,248		206,064	206,064		206,064	206,064
	2	Electrical & Power		127,200	127,200		129,600	129,600		129,600	129,600
	3	Fuel & Oil Expenses		321,816	321,816		327,888	327,888		333,960	333,960
	4	Administration Expenses		72,080	72,080		73,440	73,440		73,440	73,440
	5	Repair & Maintenance		95,400	95,400		97,200	97,200		97,200	97,200
	6	Land Rental	53.09		44,596	53.09		44,596	53.09		44,596
	7	Other Expenses		25,440	25,440		25,920	25,920		25,920	25,920
	8	Depreciation		345,645	345,645		345,645	345,645		345,645	345,645
		Sub Total	**53.09**	**1,189,829**	**1,234,425**	**53.09**	**1,205,757**	**1,250,353**	**53.09**	**1,211,829**	**1,256,425**
		Net Profit	**(620.29)**	**1,077,511**	**556,467**	**(656.34)**	**1,204,803**	**653,477**	**(656.34)**	**1,198,731**	**647,405**
		Income Tax								161,851	161,851
		Total Net Profit	**(620.29)**	**1,077,511**	**556,467**	**(656.34)**	**1,204,803**	**653,477**	**(656.34)**	**1,036,880**	**485,554**

Remark : 1. Exchange Rate - 1US$ = 840 Kyats

2. Depreciation is calculated base on straight line method (10%).

3. Income Tax is calculated (25%) on net profit.

2410.560
1925.006
485.554

Exhibit No. VII

BAW PHYU TAUNG CO., LTD.
Profit & Loss Statement

In Thousand

Sr No		Particulars	Year-7 US$	Year-7 Kyats	Year-7 Equ;Ks	Year-8 US$	Year-8 Kyats	Year-8 Equ;Ks	Year-9 US$	Year-9 Kyats	Year-9 Equ;Ks
1		**Income**									
	1	Servicing Income		2,410,560	2,410,560		2,410,560	2,410,560		2,410,560	2,410,560
		Sub - Total		**2,410,560**	**2,410,560**		**2,410,560**	**2,410,560**		**2,410,560**	**2,410,560**
2		**Cost Of Product**									
	1	Raw Material (US$)	603.25		506,730	603.25		506,730	603.25		506,730
		Sub Total	**603.25**		**506,730**	**603.25**		**506,730**	**603.25**		**506,730**
		Gross Profit	**(603.25)**	**2,410,560**	**1,903,830**	**(603.25)**	**2,410,560**	**1,903,830**	**(603.25)**	**2,410,560**	**1,903,830**
3		**Expenses**									
	1	Salaries & Wages		206,064	206,064		206,064	206,064		206,064	206,064
	2	Electrical & Power		129,600	129,600		129,600	129,600		129,600	129,600
	3	Fuel & Oil Expenses		333,960	333,960		333,960	333,960		333,960	333,960
	4	Administration Expenses		73,440	73,440		73,440	73,440		73,440	73,440
	5	Repair & Maintenance		97,200	97,200		97,200	97,200		97,200	97,200
	6	Land Rental	53.09		44,596	53.09		44,596	53.09		44,596
	7	Other Expenses		25,920	25,920		25,920	25,920		25,920	25,920
	8	Depreciation		345,645	345,645		345,645	345,645		345,645	345,645
		Sub Total	**53.09**	**1,211,829**	**1,256,425**	**53.09**	**1,211,829**	**1,256,425**	**53.09**	**1,211,829**	**1,256,425**
		Net Profit	**(656.34)**	**1,198,731**	**647,405**	**(656.34)**	**1,198,731**	**647,405**	**(656.34)**	**1,198,731**	**647,405**
		Income Tax		161,851	161,851		161,851	161,851		161,851	161,851
		Total Net Profit	**(656.34)**	**1,036,880**	**485,554**	**(656.34)**	**1,036,880**	**485,554**	**(656.34)**	**1,036,880**	**485,554**

Remark : 1. Exchange Rate - 1US$ = 840 Kyats

2. Depreciation is calculated base on straight line method (10%).

3. Income Tax is calculated (25%) on net profit.

BAW PHYU TAUNG CO., LTD.

Profit & Loss Statement

Exhibit No. VII

In Thousand

Sr No		Particulars	Year-10 US$	Year-10 Kyats	Year-10 Equ;Ks
1		**Income**			
	1	Servicing Income		2,410,560	2,410,560
		Sub - Total		**2,410,560**	**2,410,560**
2		**Cost Of Product**			
	1	Raw Material (US$)	603.25		506,730
		Sub Total	**603.25**		**506,730**
		Gross Profit	**(603.25)**	**2,410,560**	**1,903,830**
3		**Expenses**			
	1	Salaries & Wages		206,064	206,064
	2	Electrical & Power		129,600	129,600
	3	Fuel & Oil Expenses		333,960	333,960
	4	Administration Expenses		73,440	73,440
	5	Repair & Maintenance		97,200	97,200
	6	Land Rental	53.09		44,596
	7	Other Expenses		25,920	25,920
	8	Depreciation		345,645	345,645
		Sub Total	**53.09**	**1,211,829**	**1,256,425**
		Net Profit	**(656.34)**	**1,198,731**	**647,405**
		Income Tax		161,851	161,851
		Total Net Profit	(656.34)	1,036,880	485,554

Remark : 1. Exchange Rate - 1US$ = 840 Kyats

2. Depreciation is calculated base on straight line method (10%).

3. Income Tax is calculated (25%) on net profit.

BAW PHYU TAUNG CO., LTD.

Depreciation Statement

Exhibit No.VII (A)
(Kyats In Thousand)

Sr	Particular	Value (Kyats)	Dep: Rate	Annual Depreciation				
				Year -1	Year -2	Year -3	Year -4	Year -5-10
1	Building	961,946	10%	96,195	96,195	96,195	96,195	96,195
2	Machineries & Equipment	2,443,450	10%	244,345	244,345	244,345	244,345	244,345
3	Office Equipment & Furniture	51,050	10%	5,105	5,105	5,105	5,105	5,105
	Total	**3,456,445**		**345,645**	**345,645**	**345,645**	**345,645**	**345,645**

Remark : (1) Exchange Rate 1US$ = Kyats 840

BAW PHYU TAUNG CO., LTD.
CASH FLOW STATEMENT

(Kyats in Thousand) **Exhibit No. VIII**

		Construction Period 0	Year 1	Year 2	Year 3	Year 4	Year 5
	Investment						
1	Sales		1860000	1992060	2127840	2267340	2410560
2	Cost of Goods Sold		391465	418270	446956	476448	506730
3	Other Costs		840996	856924	872852	888779.6	904707.6
4	Tax on Operations						
5	Cash Flow From Operations		627539	716867	808033	902112	999122
6	Change in Working Capital		-	-	-	-	-
7	Capital Investment and Disposal	3700381	-	-	-	-	-
8	Net Cash Flow (5+6+7)	3700381	627539	716867	808033	902112	999122

BAW PHYU TAUNG CO., LTD.
CASH FLOW STATEMENT

(Kyats in Thousand) Exhibit No. VIII(A)

		Construction Period 0	Year 6	Year 7	Year 8	Year 9	Year 10
	Investment						
1	Sales		2410560	2410560	2410560	2410560	2410560
2	Cost of Goods Sold		506730	506730	506730	506730	506730
3	Other Costs		910780	910780	910780	910779.6	910779.6
4	Tax on Operations		161851	161851	161851	161851	161851
5	Cash Flow From Operations		831199	831199	831199	831199	831199
6	Change in Working Capital		-	-	-	-	-
7	Capital Investment and Disposal	0	-	-	-	-	-
8	Net Cash Flow (5+6+7)	0	831199	831199	831199	831199	831199

BAW PHYU TAUNG CO., LTD.

INTERNAL RATE OF RETURN

(Kyats in Thousand)

Exhibit No. VIII(B)

Year	Investment (Cash Out Flow)	Net Profit	Depreciation	Total Cash in Flow	Cash Flow	DCF		DCF	
						DF 15%	DCF	DF 20%	DCF
0	3700381				-3700381	1.00	-3700381	1.00	-3700381
1		281894	345645	627539	627539	0.870	545959	0.833	522740
2		371222	345645	716867	716867	0.756	541951	0.694	497506
3		462388	345645	808033	808033	0.658	531686	0.579	467851
4		556467	345645	902112	902112	0.572	516008	0.482	434818
5		653477	345645	999122	999122	0.497	496564	0.402	401647
6		485554	345645	831199	831199	0.432	359078	0.335	278452
7		485554	345645	831199	831199	0.376	312531	0.279	231905
8		485554	345645	831199	831199	0.327	271802	0.233	193669
9		485554	345645	831199	831199	0.284	236061	0.194	161253
10		485554	345645	831199	831199	0.247	205306	0.162	134654
							316565		**-375886**

Internal Rate Of Return $= r_1 + \frac{N_1}{N_1 - N_2}(r_2 - r_1)$

$= 15 + \frac{316565}{316565-(-375886)}(20 - 15)$

$= 15 + \frac{316565}{692451} \; 5$

$= 15 + \frac{1582825}{692451}$

$= 15 + 2.29$

$= 17.29$

BAW PHYU TAUNG CO., LTD.

Payback Period

Exhibit No.IX

Ks In Thousand

Investment	3700381
Year 1 Cash Flow	627539
	3072842
Year 2 Cash Flow	716867
	2355975
Year 3 Cash Flow	808033
	1547942
Year 4 Cash Flow	902112
	645830
	645830

Payback Period 4 years 8 months

BAW PHYU TAUNG CO., LTD

LIST OF PERSONNEL REQUIREMENT AND SALARY

Exhibit No.X (A)
(Kyats In Thousand)

Sr	Decription	No of Requirement	Annual Cost of Employee				
			Year -1	Year -2	Year -3	Year -4	Year -5-10
1	General Manager	1	6,000	6,120	6,240	6,360	6,480
2	Workshop Supervisor	1	4,800	4,896	4,992	5,088	5,184
3	Laboratory Skilled Person	5	18,000	18,360	18,720	19,080	19,440
4	Admin Officer	5	18,000	18,360	18,720	19,080	19,440
5	Chief Finance Officer	1	3,600	3,672	3,744	3,816	3,888
6	Chief Accountant	9	21,600	22,032	22,464	22,896	23,328
7	Chief Security Guard	3	5,400	5,508	5,616	5,724	5,832
8	Driver	15	27,000	27,540	28,080	28,620	29,160
9	Mechanic / Skilled Person	5	9,000	9,180	9,360	9,540	9,720
10	Store Keeper	3	5,400	5,508	5,616	5,724	5,832
11	Labour	50	60,000	61,200	62,400	63,600	64,800
12	Security Guard	10	12,000	12,240	12,480	12,720	12,960
	Total		**190,800**	**194,616**	**198,432**	**202,248**	**206,064**

Draft

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (together with all annexures attached hereto and forming an integral part thereof,hereinafter referred to as the "Agreement" is made in Yangon on this ----------- day of ----------,the year 2013.

BETWEEN

Mr. Ouyang Chongbin representing of Ruili Zhisheng Import & Export Co.,Ltd having its registered office at the address No.6, Rulin Lane,East of Ruijiang Road, Ruili Cooperative Zone,Dehong Prefecture, Yunnan Province (hereinafter, referred to as Party"A", which expression shall unless repugnant to the context or the meaning thereof be deemed to include itself,its successors, legal representatives and permitted assigns), represented for the purpose of this Agreement of the other part.

AND

U Aye Tun Shwe representing of Top Ten Star Production Co., Ltd a State Entity constituted under the Laws of the Republic of the Union of Myanmar with its head office at No.8,Lane(6),Mindama Road, Shwe Gabar Housing, Mayangone Township, Yangon Region, Myanmar (hereinafter referred to as Party "B" which expression shall unless repugnant to the context or the meaning thereof be deemed to include itself,its successors,legal representatives and permitted assigns), represented for the purpose of this Agreement of the other part.

WITNESSTH AS FOLLOWS:

WHEREAS the Parties hereto desire to establish a Joint Venture Company in Yangon, the Republic of the Union of Myanmar,to implement its Investment Plan initially within the frame of the objectives set out in the Memorandum of Association of the Joint Venture Company. The name of the Joint Venture Company shall be " Baw Phyu Taung Company Limited "(hereinafter referred to as the Company), to be formed as a private limited joint venture company , under the Special Company Act,1950, having a share equity capital and having its objectives and regulations as set out fully in the Memorandum of Association and the Articles of Association.

NOW THEREFORE in consideration of the mutual premises, and covenants herein,the Parties here to hereby agree as follows:

ARTICLE 1:DEFINITIONS

Unless the context otherwise requires,the terms wherever used in this Agreement shall have the following meanings:

1.1 "Company" means the Private Joint Venture Company, under the name of "Baw Phyu Taung Co., Ltd.

1.2 Parties mean the "**Ruili Zhisheng Import & Export Co., Ltd (Party A) and Top Ten Star Production Co., Ltd (Party B).**

1.3 "Shares" shall mean all ordinary shares with equal and ordinary rights.

1.4 "Authorized Capital" means the share capital of the Company which the Agreement specifies as the maximum authorized amount of capital of the Company which may be issued,called and paid -up,

1.5 "Paid - up capital" means the share capital of the Company, in used, called and paid - up by the shareholders in cash,in kind or value of goodwill according to their equity participation ratio for their repective subscription.

1.6 M.I.C means the Myanmar Investment Commission,

1.7 "Local Currency" or "Kyat" means the monetary unit of the local currency of the Republic of the Union of Myanmar.

1.8 "Foreign Currency"means the currencies of other countries which are legal tendered and transfer able and exchangeable in the international money market,and acceptable to the Myanmar Foreign Trade Bank or any other Bank of the Republic of the Union of Myanmar .

ARTICLE 2: FORMATION OF A JOINT VENTURE COMPANY LIMITED

2.1 Within 60 (Sixty) days from the effective date of this Agreement, the Parties shall form a private limited Company in the Republic of the Union Of Myanmar Under the Union of Myanmar Foreign Investment Law and the Myanmar Companies Act Under the name of Baw Phyu Taung Co., Ltd (hereinafter referred to as the Company) where the liability of its members is limited to the norminal valueof its shares issued and the Company shall conduct business activites according to the provi sions of the Memorandum of Association and Articles of Association.

ARTICLE 3: OBJECTIVES

3.1 The objectives of the company, more fully set out in the Memorandum of Association of the company shall be to carry out the business of

Phase I.(i) Setting up and implementation of Concentrating of Lead Ore Activities.

ARTICLE 4: PLACE OF BUSINESS

4.1 The registered office of the company shall be at National Swimming Pool Compound , U Wisara Road, Dagon Township, in Yangon and the Republic of the Union of Myanmar.The company may also have such other place of business as may be determined by the Board of Directors.

ARTICLE 5: CAPITAL

5.1 Authorized Capital

The Authorized capital of the company shall be in accordance with the Memorandum of Association and is K500,000,000/- equivalent to US$ 595,238 (United States Dollar Five Hundred Ninety Five Thousand and Two Hundred and Thirty Eight),made up of all shares having equal and ordinary rights and divided into(5000) shares of K 100,000 (Kyat One Hundred Thousand) each.

5.2 Paid-Up Capital

At the time of the incorporation of the company, the initial or first issuance of shares called and paid-up capital shall be paid in cash,in kinds,in rental for lease of land or in consideration of good will; the proportion are as follows:

Party "A"

(1) Ruili Zhisheng Import & Export Co., Ltd (Equivalent to US$ 53,571 United State Doller Fifty Three Thousand Five Hundred and Seventy One)	450 shares x K 100,000	90%

Party "B"

(1) Top Ten Star Production Co., Ltd (Equivalent to US$ 5,952 United State Dollar Fifty Thousand Nine Hundred and Fifty Two)	50 shares x K100,000	10%

5.3 The Liability of the Parties hereto shall be limited to their shares.

ARTICLE 6: TRANSFER OF SHARES

6.1 According to the mutual agreement by both parties shares shall transfer of 5% share ratio on every five years from party A to party B respectively.

ARTICLE 7: BOARD OF DIRECTORS

7.1 The Company shall be managed by a Board of Directors.The Board of Director shall consist of at at least two .

The proposed directors in the Memorandum and Articles of Association constitue the First Directors of the Company until a new Board is constituted by the First Directors or elected at the First Ordinary General Meeting of the Company.

ARTICLE 8: EXEMPTIONS AND RELIEFS FROM TAXES AND PRIVILEGES

8.1 The Company shall enjoy exemptions and reliefs from taxes defined under the provisions of Foreign Investment law as granted by the Myanmar Investment Commission.

INSURANCE 9

9.1 The Fixed assets of the Company shall be insured in accordance with the provisions prescribed by the Republic of the Union of Myanmar Foreign Investment Law and the Myanmar Insurance Law.

ARTICLE 10:INTERNAL AUDITOR

10.1 The Company shall have a internal auditor who shall be selected by the Board of Directors.

ARTICLE 11:ACCOUNTING AND AUDITING

11.1 The books and records of the Company in English Language shall be maintained in accordance with generally accepted accounting principles and shall accurately reflect the financial position of the company.

11.2 The Parties hereto agree to cause the books and records of the Company to be audited by the auditor of the Company.The auditor of theCompany shall be appointed in accordance with Section 145-A of the Myanmar Companies Act,

11.3 The fiscal year of the Company shall be the year commencing on 1st April and ending on31st of March next calendar year.

ARTICLE 12: DIVIDENDS

12.1 The net available profits,after deducting income tax and any res
the Republic of the Union of Myanmar Foreign Investment Law,shall be
be proposed by the Board and declared at the Annual General Meeting
dividend per share shall be determined on the available profits of the Company. The available profits shall include profits of the accounting year and any other undistributed profits of the Company.

ARTICLE 13:LEASE OF LAND AND LEASE TERMS

13.1 The Land Lease Agreement shall form an intergral part of Joint Venture Agreement.

ARTICLE 14: APPOINTMENT OF PERSONNEL

14.1 Preference shall be given to Myanmar nationals,in the appointment of personel. Expatriate staff, if required, will be recruited with prior approval and agreement by the Parties.

ARTICLE 15: OBLIGATIONS OF THE PARTIES

15.1 The Parties shall do their best to assist the Company in the matters necessary for its business.

PARTY"A"

15.2 shall procure and bring in machinery equipment and building materials from abroad for the development of the project by the Company,

15.3 shall dispatch qualified personnel to set up the facilities,to provide technical know-how and management skill for operation of the Company,

15.4 shall nominate a well qualified and experience person to represent and manage the company and to assume the responsibilities of the Managing Director of the Company.

15.5 shall exert for effective international market conditions and also for local market conditions,

15.6 shall assist the Company in obtaining foreign loan if require, in addition to the paid up capital and also for the development of the follow-up phases of the project.

15.7 shall use its best endeavours to obtain approvals for the Company,to develop the following infrastructure at the cost of the Company:

(i) construction of factory building

(ii) approach road

(iii) electricity generation

(iv) to facilitate transportation of import,export commodities and finished products,etc.

(v) develop water supply - etc.

and to obtain approval to enable the Company to collect tolls on the users of its own approach road,dues on the use of wharfs,and charges for its electricity and water supply to other users in the vicinity of the project.

15.8 shall use its best endeavours to enable the Company acquire in-house banking service for daily transactions,particularly for export transactions and all other international transactions related to the business,

Party "B"

15.9 shall use its best endeavours to obtain all necessary approvals, permits,licences and authorizations from the relevant government authorities in the Republic of the Union of Myanmar,to execute and perform this Agreement,

15.10 shall use its best endeavours to obtain for the Company exemptions, privileges and reliefs from taxes under the Myanmar Foreign Investment Law,

15.11 shall use its best endeavours to assist the Company in obtaining multiple visas,long stay permits and work permits,with the relevant authorities allowing foreign personnel to enter, reside and depart from Myanmar for the purpose of participating in the development of the project and for the management and operation of the business of the Company.

ARTICLE 16: EFFECTIVENESS

16.1 The effective date of this Agreement shall be the last date on which the following events occur:-

- the date this Agreement is signed by the Parties hereto,

-issuance of the approvals of the Myanmar Investment Commission of the Republic of the Union of Myanmar for the implementation of the project.

ARTICLE 17: TERM

17.1 The Agreement shall continue in effect for a minimum of fifty (50) years from the date of official commercial run of Baw Phyu Taung Co.,Ltd and extendable by mutual agreement of the parties.

ARTICLE 18: TERMINATION

18.1 Should any party desire to cease its operations under this Agreement,it shall give 2 (two) months notice in advance in writing to the other party giving reasons for the termination of the Agreement before the expiry of the period in cease or events of discrepencies two parties,this agreement terms shall prevail.

18.2 This Agreement shall be terminated on the occurrence of one of the following events,subject to the approval of the Myanmar Investment Commission;

(a) Substantial and continuous losses to the Company;

(b) Substantial breach of the condition of Agreement by either party to the same;

(c) incapability of implementing to the original aims and objectives of the Company;

(d) bankruptcy or insolvency of the Company or its successors or its assignees;

(e) voluntary or involuntary liquidation of the Company and / or any party hereto;

(f) occurrence of ForceMajeure as defined in Paragraph(21.1)for more than 3(three)months;

18.3 If the Permit issued to Baw Phyu Taung Co.,Ltd under the Republic of the Union of Myanmar Foreign Investment Law is withdrawn for any reason,this Agreement shall be deemed to have been terminated on the date of such withdrawal.

18.4 On termination of this Agreement the operations under this Agreement of Baw Phyu Taung Co., Ltd shall be deemed to have ceased and the winding up to the operations shall be undertaken in accordance with the existing laws of the Republic of the Union of Myanmar.

18.5 If this Agreement is teminated due to occurrence of any event other than the default of any Party hereto,the Parties shall proceed with the dissolution andliquidation of the Company and shall cause the board of directors to decide the dissolve the Company,unless otherwise agreed by theParties in the instance.

ARTICLE 19: CONFIDENTIALITY

19.1 Each Party shall keep it confidential and not use (except as permitted by this Agreement of any supplementary or other agreement) all proprietary trade secrets and commercial and technical information developed by the Company,or made available to the Company by other Party or a third Party with, restrictions as to disclose or use,except to the extent that such trade secrets or informations-

(i) are in the public domain or become a part of the public domain,unless the same occurs inconse quence of breach hereof by the Party

(ii)are lawfully obtained by the Party or the Company from a third party without breach of confidentiality obligations; or

(iii) are as being known to the Party prior to their disclosure by the Company or the Party providing the information as the case may be.

ARTICLE 20 : DISCLAIMATION OF AGENCY

20.1 The Agreement does not constitute any Party hereto as the legal representative or agent of the other Party for any purpose whatsoever. None of the Parties shall have any right or authority to assume,create, incur any liability or obligation of any kind, express or implied, against in the name of or on behalf of the other Parties except in accordance with the Agreement or as may otherwise be agreed in writing by the Parties.

ARTICLE 21 : FORCE MAJEURE

21.1 If either party is temporarily rendered unable, wholly or in part, by Force Majeure to perform his duties or accept performance by the other parties under this Agreement,it is agreed that th affected party gives notice to the other parties within fourteen (14)days after the occurrence of the cause relied upon giving full particulars in writing of such Force Majeure. The duties of such party as are affected by such Force Majeure shall with the approval of the other parties be suspensed during the continuance of the inability so caused, but for no longer period,and such causeshall as far as possible, shall be removed with all reasonable despatch.Neither Party shall be responsible for delay in per formance of its obligations loss or damage caused by Force Majeure.

The term "Force Majeure" as employed herein shall mean Act of God, Restraint of a Government Strikes,Lockouts,Industrial Disturbances,Explosion,Wars, Blockades, Riots, Epidemics,Civi Disturbances, Storms, Fire, Flood, Earthquakes, Storms, Lightnings and any other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

ARTICLE 22 : NOTICE

22.1 All notices, consents and other communications to be given hereunder shall be in writing, except as otherwise provided herein or specifically directed in writing by therecipient,and shall be delivered personally, by registered mail, registered airmail or cable or facsimile transmission (confirmed by registered mail) at the address recited herein below.Notice given as herein provided shall be effective on this date received by the addressee Parties. Any Party hereto may change its address for the receipt of such notice duly given to the other Parties.

Facimile
PARTY-A
RUILI ZHISHENG IMPORT & EXPORT CO., LTD.

Mail ------------------------------------

Tel : ------------------------------------
Facimile ------------------------------------

PARTY-B
TOP TEN STAR PRODUCTION CO., LTD.

Mail ------------------------------------

Tel : ------------------------------------
Facimile ------------------------------------

ARTICLE 23 WAIVER

23.1 The failure by any Party hereto to enforce any of the terms or conditions of this Agreement shall not constitue a waiver of that Party's right thereafter to enforce that or any other terms or conditions of this Agreement.

ARTICLE 24:GOVERNING LAW

24.1 This Agreement shall be governed by and construced and interpreted in all respects in accordance with the laws ,rules, regulations , procedures and directives of the Republic of the Union of Myanmar.

ARTICLE 25 : LAW OF PERFORMANCE

25.1 The Parties shall carry out their obligations arising out of this Agreement in accordance with the laws,rules,regulations,directives and procedures of the Republic of the Union of Myanmar.

ARTICLE 26: ARBITRATION

26.1 If any dispute arises out of this Agreement or any other agreement or document executed in connection with this Agreement, the Parties hereto shall consult with each other in good faith in order settle such dispute amicably.In the event that such dispute can not settled amicabl,it shall be settled in the Republic of the Union of Myanmar by Arbitration,through three arbitrators,each one of whom shall be appointed by each Party.Should the Arbitrators fail to reach an Agreement,then such dispute shall be referred to an Umpire nominated by those Arbitrators.The decision of the Arbitra tors or the Umpire shall be final and binding upon the parties.The Arbitration proceedings shall in all respects comform to the Myanmar Arbiration Act,1994 (Myanmar Act IV,1944) or any subsisting statutory modification thereof.The venue of arbitration shall be Yangon, the Republic of the Union of Myanmar. The arbitration fees shall be borne by the losing party.

ARTICLE 27: SEVERALTY

27.1 If any provision of this Agreement or application of any such provision to any person or circumstance is determined by any arbitration or court of competent jurisdiction to be invalid or unenforceable to any extent,the remainder of this Agreement or the application of such provision to any other person or circumstance shall not be affected thereby,and each provision of this Agreement shall be valid and enforceable severally to the fullest extent permitted by laws.

ARTICLE 28:INDEMNIFICATION

28.1 In the event any Party hereto breaches an obligation prescribed under this Agreement or delays or interferes with the other party in the performance of this Agreement,it shall be liable to the other party,but none of the parties shall be liable to the other parties for any consequential or incidental damage.

ARTICLE 29:ENTIRE AGREEMENT

29.1 This Agreement constitutes the entire and final expression of the agreement between the Parties relating to the subject matter therein and the terms included therein may not be contradicted by the evidence of any prior written or oral agreement.

ARTICLE 30:AMENDMENT OF THE AGREEMENT

30.1 Any amendment,modification or supplement to this Agreement shall be in writing and signed by all of the Parties,and will be a part of this Agreement after approval of the authorities concerned.

ARTICLE 31: WARRANTY AND REPRESENTATION

31.1 Each party represents , and warrants to the other parties that it is legal person duly authorized under the relevant laws and has the right power,sound financial standing and authority to enter into this Agreement.

ARTICLE 32: CONDITION PRECEDENT

32.1 This agreement is conditional upon receipt of all necessary and requisite approval for its performance and implementation of this agreement from relevant Government Authorities in the Republic of the Union of Myanmar.

ARTICLE 33: PROTECTION OF ENVIRONMENT

33.1 This Joint Venture Company shall be responsible for the preservation of the environment at and around the area of project site.The company shall take all necessary measures to control pollution of air,water and land, and other environmental degradation: and shall be in accordance with Myanmar laws, rules and regulations.

33.2 The Company shall take necessary measures in order to fulfil environmental protection such as installation of the waste water treatment plant and other treament procedures to keep the project site environmentally friendly.

ARTICLE 34:RENEGOTIATION OF THE AGREEMENT

34.1 In the event any situation or circumstances,not envisaged in this Agreement arises and warrants amendments to this Agreement the Parties shall negotiate and make necessary amendments.

ARTICLE 35: LANGUAGE

35.1 This Agreement shall be written in English.

IN WITNESS WHEREOF THE PARTIES hereto have set their hands and seals on the Day,the Month and Year first above written.

Signed , Sealed and Dilivered by For and on behalf of Party "A"	Signed , Sealed and Dilivered by For and on behalf of Party "B"
(1) Signature	(1) Signature
Name: Mr.Ouyang Chongbin Managing Director	Name: U Aye Tun Shwe Director

In the presence of:

(1) Name:----------------------------- Designation:----------------------	(2) Name:----------------------------- Desingnation:----------------------

ထိပ်တန်းကြယ်ဆယ်ခုထုတ်လုပ်မှုကုမ္ပဏီလီမိတက်
Top Ten Star Production Co.,Ltd.
No.8, Lane (6), Mindama Road, Shwe Gabar Housing, Mayangone Township, Yangon, Myanmar.
Telephone : 95-1-243130, 243131, 243133, 243134, 243135, 374277

Ref : Date :

ရက်စွဲ။ ။၂၀၁၃ခုနှစ်၊ ဇန်နဝါရီလ၊ ( )ရက်။

အကြောင်းအရာ။ ။ <u>သတ္တုသန့်စင်စက်ရုံဆောက်လုပ်မည့်မြေဧရိယာနှင့်</u>
<u>မြေကွက်အမှတ်များဖော်ပြခြင်း။</u>

TOP TEN STAR PRODUCTION CO., LTD မှမြေအသုံးပြုရန်လျှောက်ထားသော မြေဧရိယာစုစုပေါင်း(၁၉.၁၆)ကေအနက်မှ သတ္တုသန့်စင်စက်ရုံဆောက်လုပ်ရန် မြေကွက်ဧရိယာမှာ (၆.၅၆)ကေဖြစ်ပြီး နေရာအတိအကျဖော်ပြချက်မှာ အောက်ပါအတိုင်းဖြစ်ပါသည်။ မြေကွက်များမှာ တစ်ဆက်တစ်စပ်တည်းဖြစ်ပါသည်။

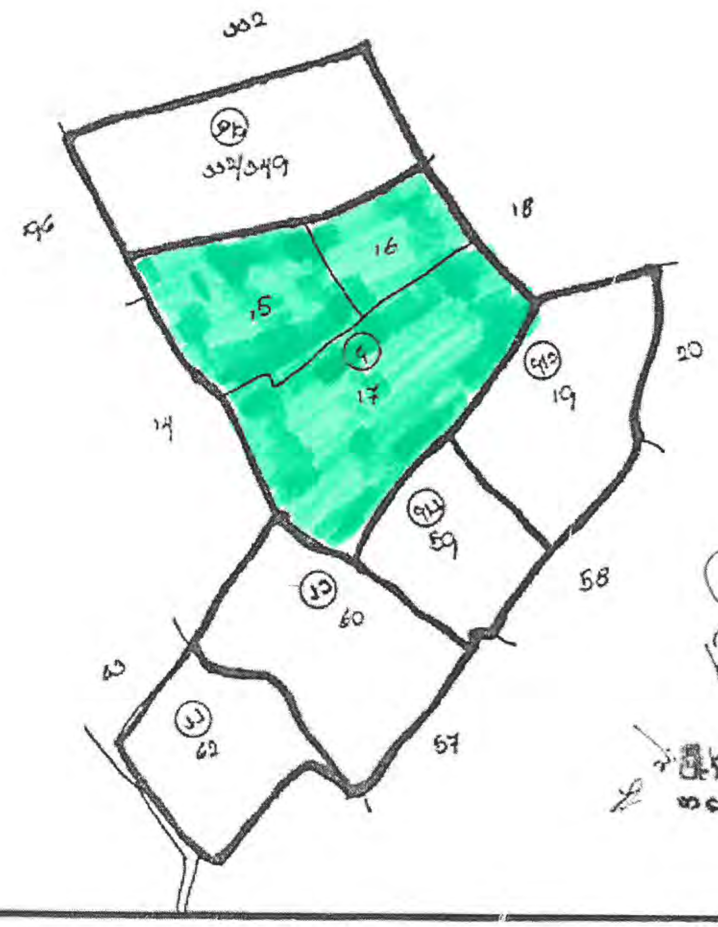
ဦးပိုင်အမှတ်	–	၄
မြေကွက်အမှတ်	–	(၁၅၊ ၁၆၊ ၁၇)
စုစုပေါင်းဧရိယာ	–	(၆.၅၆)
ကွင်းအမည်	–	ချော်ဆေးကန်ကွင်း+ချော်ဆေးကန်မြောက်ကွင်း
ကွင်းအမှတ်	–	(၇၆ + ၇၇)
ကျေးရွာအုပ်စု	–	ဘော်ဆိုင်း
မြို့နယ်	–	ကလော
ခရိုင်	–	တောင်ကြီး

လေးစားစွာဖြင့်

U AYE HTUN SHWE
Managing Director
Top Ten Star Production Co., Ltd.

ထိပ်တန်းကြယ်ဆယ်ခု ကုမ္ပဏီလီမိတက်မှ မြေပုံရေးကူးခွင့် တင်ပြသည့်
တည်နေရာပြ မြေပုံကြမ်း

ခရိုင်	-	တောင်ကြီး
မြို့နယ်	-	ကလော
ကျေးရွာအုပ်စု	-	ဘော်ဆိုင်း
ကွင်းအမှတ်	-	(၇၆+၇၇)
ကွင်းအမည်	-	ချော်ဆေးကန်ကွင်း+ချော်ဆေးကန်မြောက်ကွင်း
ဦးပိုင်အမှတ်	-	(၄) (၂၁) (၂၂) (၄/၁) (၄/၂)-(၂၈/၁)
မြေကွက်အမှတ်	-	(၁၅၊၁၆၊၁၇) (၆၀) (၆၂) (၁၉) (၅၉) (၃၃၂/၃၄၉)
ဧရိယာ	-	(၆.၅၆) (၂.၉၆) (၁.၈၀) (၂.၇၀) (၁.၈၀)-(၃.၃၄)
စုစုပေါင်းဧရိယာ	-	(၁၉.၁၆) ဧက
မြေအမျိုးအစား	-	ယာမြေ
လျှောက်ထားသူအမည်	-	ဦးသန်းထွန်း (ဒါရိုက်တာ ထိပ်တန်းကြယ်ဆယ်ခု ကုမ္ပဏီလီမိတက်)



ရုံးတံဆိပ်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

ပြည်နယ်အစိုးရအဖွဲ့

ရှမ်းပြည်နယ်

စာအမှတ်၊ (၃၄၇)/၃-၅(စည်းဝေး)/ အစရ(ရှမ်း)

ရက်စွဲ ၊ ၂၀၁၃ ခုနှစ် ၊ မတ် လ ၂၈ ရက်

သို့

ဒုတိယညွှန်ကြားရေးမှူး
ပြည်နယ်မြေစာရင်းဦးစီးဌာန
တောင်ကြီးမြို့

အကြောင်းအရာ။ မြေစာရင်းပုံစံ(၁၀၅)ရေးကူးခွင့် လျှောက်ထားခြင်းကိစ္စ

ရည် ညွှန်း ချက်။ ပြည်နယ်မြေစာရင်းဦးစီးဌာန၊တောင်ကြီးမြို့၏ (၃-၁၂-၂၀၁၂) ရက်စွဲပါစာအမှတ်၊ ၄၁၅၆/ မအ - ၂

ထိပ်တန်းကြယ်ဆယ်ခုထုတ်လုပ်မှုကုမ္ပဏီလီမိတက်မှ တောင်ကြီးခရိုင်၊ ကလောမြို့နယ်၊ သော်ဆိုင်းကျေးရွာအုပ်စု၊ ကွင်းအမှတ်(၇၆/၇၇)၊ ဦးပိုင်အမှတ်(၄)(၂၂)(၂၁)(၄/၁)(၄/၂)ရှိ မြေဧရိယာ (၁၉.၁၆)ဧကအား ခဲသတ္တုရိုင်းအဆင့်မြင့်သတ္တုသန့်စင်စက်ရုံ တည်ဆောက်လုပ်ကိုင်ခွင့် လျှောက်ထားနိုင်ရေးအတွက် မြေစာရင်းပုံစံ(၁၀၅)ရေးဆွဲခွင့်ပြုပါရန် တင်ပြလျှောက်ထားလာခြင်းနှင့်ပတ်သက်၍ ပြည်နယ်မြေစာရင်းဦးစီးဌာန၊ တောင်ကြီးမြို့မှ ရည်ညွှန်းပါစာဖြင့် မြေရာဇဝင်စိစစ် တင်ပြလာမှုအပေါ် (ဝ-၃-၂၀၁၃)ရက်နေ့တွင် ကျင်းပပြုလုပ်သော ရှမ်းပြည်နယ်အစိုးရအဖွဲ့၏ ပုံမှန်အစည်းအဝေးအမှတ်စဉ် (၅/၂၀၁၃)၊ ဆုံးဖြတ်ချက်အပိုဒ်-၉(ရ)အရ ကွင်းအမှတ်(၇၆)၊ ချော်ဆေးကန်ကွင်း၊ ဦးပိုင်အမှတ်(၄)၊ မြေကွက်အမှတ်(၁၅၊ ၁၆၊ ၁၇)၊ မြေဧရိယာ(၆.၅၆)ဧကကို မြေစာရင်းပုံစံ(၁၀၅)ရေးကူး ခွင့်ပြုကြောင်းနှင့် လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက်ဆောင်ရွက်သွားရန် အကြောင်းကြားပါသည်။

ပြည်နယ်ဝန်ကြီးချုပ်
(စိုင်းဆာလူ၊ စိုက်ပျိုးရေးနှင့်မွေးမြူရေးဝန်ကြီး)

မိတ္တူကို

စီရင်စုအထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန၊ တောင်ကြီးမြို့
ဦးအေးထွန်းရွှေ၊ ထိပ်တန်းကြယ်ဆယ်ခုထုတ်လုပ်မှုကုမ္ပဏီလီမိတက်၊ အမှတ်(၈)၊ လိုင်း(၆)၊ မင်းဓမ္မလမ်း၊ ရွှေကမ္ဘာအိမ်ရာ၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်မြို့
ရုံးလက်ခံ
မျှောစာတွဲ

Out(4^13)/23

ပြည် နယ် မြေ စာ ရင်း ဦး စီး ဌာ န ။
ရှမ်း ပြည် နယ် - တောင် ကြီး မြို့ ။
စာအမှတ် - ၁၃၅၆ / မအ - ၄ ။
နေ့စွဲ။ ၂၀၁၃ ခုနှစ်၊ မတ်လ၊ (၂၈) ရက် ။

အကြောင်းအရာ။ ။မြေစာရင်းပုံစံ(၁၀၅)ရေးကူးခွင့် လျှောက်ထားခြင်းကိစ္စ။

ရည် ညွှန်း ချက်။ ။ရှမ်းပြည်နယ်အစိုးရအဖွဲ့၏(၂၈.၃.၂၀၁၃)ရက်စွဲပါ စာအမှတ် - (၁၀၄၇)/ ၃-၅(စည်းဝေး) / အဝရ(ရှမ်း)။

၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ ထိပ်တန်းကြယ်ဆယ်ခုကုမ္ပဏီလီမိတက်မှ တောင်ကြီးခရိုင်၊ ကလောမြို့နယ်၊ ဘော်ဆိုင်းကျေးရွာအုပ်စု၊ ကွင်းအမှတ်(၇၆/၇၇)၊ ဦးပိုင်အမှတ်(၄)(၂၂)(၂၁)(၄/၁)(၄/၂)ရှိ မြေဧရိယာ (၁၉.၁၆)ဧကအား ခဲသတ္တုရိုင်းအဆင့်မြင့်သတ္တုသန့်စင်စက်ရုံတည်ဆောက်လုပ်ကိုင်ခွင့် လျှောက်ထားနိုင်ရေးအတွက် မြေစာရင်းပုံစံ(၁၀၅)ရေးကူးခွင့်ပြုပါရန် တင်ပြလာခြင်းနှင့်ပတ်သက်၍ (၈.၃.၂၀၁၃) ရက်နေ့တွင် ကျင်းပပြုလုပ်သော ရှမ်းပြည်နယ်အစိုးရအဖွဲ့၏ ပုံမှန်အစည်းအဝေးအမှတ်စဉ် (၅/၂၀၁၃)၊ ဆုံးဖြတ်ချက်အပိုဒ်-၉(ရ)အရ ကွင်းအမှတ်(၇၆)၊ ချောင်ဆေးကန်ကွင်း၊ ဦးပိုင်အမှတ်(၄)၊ မြေကွက်အမှတ်(၁၅၊၁၆၊၁၇)၊ မြေဧရိယာ(၆.၅၆)ဧကကို မြေစာရင်းပုံစံ(၁၀၅) ရေးကူးခွင့်ပြုကြောင်းနှင့် လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက်ဆောင်ရွက်သွားရန် ရှမ်းပြည်နယ်အစိုးရအဖွဲ့မှ ရည်ညွှန်းချက်ပါအတိုင်း ရှမ်းပြည်နယ်မြေစာရင်းဦးစီးဌာနသို့ အကြောင်းကြားလာခဲ့ပါသည်။

၂။ သို့ပါ၍ အဆိုပါလျှောက်ထားမြေနေရာနှင့်ပတ်သက်၍ ကွင်းအမှတ်(၇၆)၊ ချောင်ဆေးကန်ကွင်း၊ ဦးပိုင်အမှတ်(၄)၊ မြေကွက်အမှတ်(၁၅၊၁၆၊၁၇)၊ မြေဧရိယာ(၆.၅၆)ဧကကို မြေစာရင်းပုံစံ(၁၀၅) ရေးကူးနိုင်ရန်နှင့် ဌာန၏လုပ်ထုံးလုပ်နည်းညွှန်ကြားချက်များနှင့်အညီ ဆက်လက်ဆောင်ရွက်သွားရန် ထပ်ဆင့်အကြောင်းကြားပါသည်။

(အောင်ကြည်ဦး)
ပြည်နယ်မြေစာရင်းဦးစီးဌာနမှူး
ရှမ်းပြည်နယ်-တောင်ကြီးမြို့။

ခရိုင်မြေစာရင်းဦးစီးဌာနမှူး
တောင်ကြီးမြို့။

မိတ္တူကို
- မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူး၊ ကလောမြို့။
- ထိပ်တန်းကြယ်ဆယ်ခုကုမ္ပဏီလီမိတက်။
(သက်ဆိုင်ရာမြို့နယ်မြေစာရင်းဦးစီးဌာနနှင့်ဆက်သွယ်ဆောင်ရွက်ရန်)
- ရုံးလက်ခံ/မျှောစာတွဲ။

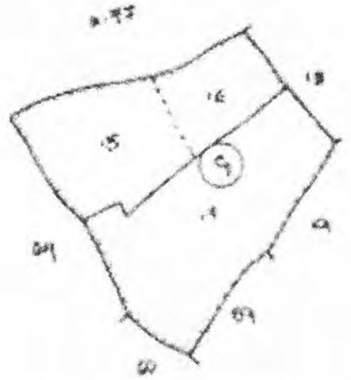
ပြေစာရင်းပုံစံ – ၁၀၅

(စ) ရေးကူးပေးသော မြေပုံပေါ်ရှိ ... များကို ခည်းသည့်နည်း နှင့်ရှုဖတ်ခြင်း မပြုရ။

(ဆ) ... 2012 - 01 03102 ...

(ဇ) ... မြေပုံပေါ် ... ...

မှန်ကန်ကြောင်း သက်သေခံ✓ / သည်းစောင်မိ သော လက်ရှိမြေပုံတွင် ယခုနှစ်... မြို့နယ်... ဦးပိုင်... မြေပုံ ... လက်ခံရေးကူးရန်ပုံစံ

တိုင်းဒေသကြီး/ ပြည်နယ် [illegible]	 [illegible]
ခရိုင် [illegible]	
မြို့နယ်/ မြို့နယ်ခွဲ [illegible]	
ရပ်ကွက်/ ကျေးရွာအုပ်စု [illegible]	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် [illegible]	
ဦးပိုင်အမှတ်/ မြေပုံအမှတ် ၇ . ၃၅.၁၆.၁၇	

ဦးပိုင် အမှတ်	အခွန်ငွေ/ ... / ... / ... အမည်	ပိုင်ဆိုင်ခွင့်	မြေအမျိုး အစား	ဧရိယာ (ဧက)	မှတ်ချက်
၇	-	-	[illegible]	[illegible]	[illegible]

ရေးကူးပေးသည့်အကြောင်းအရာ	[illegible]

(အောက်ပါမြေပုံအကြောင်း ... ...)

လျှောက်ထားသူအမည် – [illegible]

လျှောက်လွှာတင်သည့်နေ့ – ၂၈.၃.၂၀၁၃

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့ – ၂၈.၃.၂၀၁၃

ယခုအထက်တွင် ဖြည့်ဆိုထားသော မြေပုံမှာ မှန်ကန်ကြောင်း ... (၂၀၁၃-၁၇) ခုနှစ် ... မြေပုံနှင့်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အုပ်ချုပ်ရေးမှူး/ ... လက်မှတ် –

နေ့စွဲ

... မှန်ကန်ပါသည်။ ... လက်မှတ် –

နေ့စွဲ

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်မြေစာရင်းဦးစီးဌာန ... လက်မှတ်

နေ့စွဲ [illegible]

ပြည် နယ် မြေ စာ ရင်း ဦး စီး ဌာ န ။
ရှမ်းပြည်နယ် - တောင်ကြီးမြို့ ။
စာအမှတ်၊ ၃၅၉၀ / မအ-၂ ။
နေ့စွဲ၊ ၂၀၁၂ခုနှစ်၊ အောက်တိုဘာလ၊(၂၉)ရက်။

အကြောင်းအရာ ။ ။မြေရာဇဝင်စိစစ်တင်ပြရန်ကိစ္စ။

ရည်ညွှန်းချက် ။ ။ရှမ်းပြည်နယ်အစိုးရအဖွဲ့၊တောင်ကြီးမြို့၏(၂၂.၁၀.၂၀၁၂)ရက်စွဲပါ စာအမှတ်-၉၆၀၈/၃-၆၀၆/အစရ(ရှမ်း)။

၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ တောင်ကြီးခရိုင်၊ ကလောမြို့နယ်၊ ဘော်ဆိုင်းဒေသ၊ ဘော်ဆိုင်းသတ္တုတွင်းအားထုတ်လုပ်မှုအပေါ် ခွဲဝေခံစားသည့် ခဲသတ္တုတွင်းအားထုတ်လုပ်မှုအပေါ်ခွဲဝေခံစားသည့် ခဲသတ္တုသန့်စင်အကြီးစားထုတ်လုပ်မှုလုပ်ငန်းကို ထိပ်တန်းကြယ်ဆယ်ခုထုတ်လုပ်မှုကုမ္ပဏီ မှစတင်ဆောင်ရွက်နေပြီးဖြစ်၍ ဘော်ဆိုင်းရွာအနောက်ဘက်(၃)မိုင်ခန့်အကွာ သတ္တုတူးဖော်လုပ်ကွက်အနီး၊ လူနေအိမ်များနှင့် လွတ်ကင်းသော ကွင်းအမှတ်(၇၆)၊ (၇၇)၊ဦးပိုင်အမှတ်(၄)၊ (၂၂)၊ (၂၁)၊(၄/၁)၊ (၄/၂)၊ စုစုပေါင်း ယာမြေ(၁၉.၁၆)ဧကတွင်ခဲသတ္တုရိုင်း **အဆင့်မြင့်သန့်စင်စက်ရုံ** တည်ဆောက်လုပ်ကိုင်ခွင့် လျှောက်ထားနိုင်ရေးအတွက် မြေစာရင်းပုံစံ(၁၀၅)ရေးဆွဲခွင့်ပြုပါရန်တင်ပြလာပါသည်။

၂။ သို့ဖြစ်ပါ၍ အဆိုပါမြေနေရာ၏ မြေရာဇဝင်အားစိစစ်ပြီးအမြန်ပြန်လည်တင်ပြရန်အကြောင်းကြားပါသည်။

(ဆန်းမြင့်)
ပြည်နယ်မြေစာရင်းဦးစီးဌာနမှူး
ရှမ်းပြည်နယ်၊တောင်ကြီးမြို့။

ခရိုင်မြေစာရင်းဦးစီးဌာနမှူး
တောင်ကြီးမြို့။

မိတ္တူ - မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူး၊ကလောမြို့။(ကြိုတင်သိရှိပြီး စိစစ်တင်ပြရန်နှင့် ခရိုင်မြေစာရင်းဦးစီးဌာနသို့ စိစစ်တင်ပြသည့် စာအပြည့်အစုံမိတ္တူတစ်စုံအား ပြည်နယ်မြေစာရင်းဦးစီးဌာနသို့ ပေးပို့တင်ပြရန်)
- ထိပ်တန်းကြယ်ဆယ်ခုထုတ်လုပ်မှုကုမ္ပဏီ(သက်ဆိုင်ရာမြို့နယ်မြေစာရင်း ဦးစီးဌာနနှင့် ဆက်သွယ်ဆောင်ရွက်ရန်)
- ရုံးလက်ခံ/မျှောစာတွဲ။

မြို့ နယ် မြေ စာ ရင်း ဦး စီး ဌာ န
က လော မြို့ နယ် - က လော မြို့
စာ အ မှတ် ၈၂၄ / မ အ - ၂
ရက်စွဲ၊ ၂၀၁၂ ခုနှစ်၊ နိုဝင်ဘာလ၊ (၁၄)ရက်

သို့/

ခရိုင်မြေစာရင်းဦးစီးဌာနမှူး
တောင်ကြီးခရိုင် ၊ တောင်ကြီးမြို့

အကြောင်းအရာ ။ မြေရာလဝင်စီစစ်တင်ပြခြင်းကိစ္စ ။

ရည်ညွှန်းချက် ။ ပြည်နယ်မြေစာရင်းဦးစီးဌာန၊ ရှမ်းပြည်နယ်၊ တောင်ကြီးမြို့ ၏ (၂၉. ၁၀. ၂၀၁၂) ရက်စွဲပါ စာအမှတ်- ၃၇၁၉/ မ အ - ၂ အရ ။

၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ ကလောမြို့နယ်၊ ဘော်ဆိုင်းကျေးရွာအုပ်စုတွင် ထိပ်တန်းကြယ်ဆယ်ခု ကုမ္ပဏီလီမိတက်မှ အဆင့်မြင့်သန့်စင်စက်ရုံ တည်ဆောက်ရန်လုပ်ကိုင်ခွင့် လျှောက်ထားနိုင်ရေးအတွက် ကွင်းအမှတ် (၇၆+၇၇)၊ ဦးပိုင်အမှတ် (၄)(၂၂)(၂၈)(၄/၁)(၄/၂)(၂၈/၁) စုစုပေါင်းယာမြေ (၁၉. ၁၆) ဧကအား မြေစာရင်းပုံစံ (၁၀၅) ရေးကူးခွင့် လျှောက်ထားလာခြင်းနှင့်ပတ်သက်၍ မြေရာဇဝင်စီစစ်တင်ပြရန် ရည်ညွှန်းချက်ပါစာဖြင့် အကြောင်းကြား လာပါသည်။

၂။ သို့ဖြစ်ပါ၍ ထိပ်တန်းကြယ်ဆယ်ခု ကုမ္ပဏီလီမိတက် မှ လျှောက်ထားသော မြေနေရာ နှင့် ပတ်သက်၍ မြေအခြေအနေအား ကွင်းဆင်းစီစစ်တွေ့ရှိချက် အစီရင်ခံစာနှင့် မြေပုံကြမ်းတို့အား ပူးတွဲလျှက် တင်ပြအပ်ပါသည်။

(သန့်ဇော်ဦး)
မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူး
ကလောမြို့

မိတ္တူကို
- ပြည်နယ်မြေစာရင်းဦးစီးဌာန၊ ရှမ်းပြည်နယ်၊ တောင်ကြီးမြို့
- ထိပ်တန်းကြယ်ဆယ်ခု ကုမ္ပဏီလီမိတက်
- ရုံးလက်ခံ/မျှော ။

ကလောမြို့နယ်၊ ဘော်ဆိုင်းကျေးရွာအုပ်စုအတွင်း ထိပ်တန်းကြယ်ဆယ်ခု ကုမ္ပဏီလီမိတက်မှ
အဆင့်မြင့်သန့်စင်စက်ရုံ တည်ဆောက်လုပ်ကိုင်ခွင့် လျှောက်ထားမှုအပေါ်
မြို့နယ်မြေစာရင်း ဦးစီးဌာနမှူး၏ မြေရာဇဝင် စိစစ်ချက်

၁။လျှောက်ထားသူ

လျှောက်ထားသူမှာ ဦးသန်းထွန်း (ဒါရိုက်တာ ထိပ်တန်းကြယ်ဆယ်ခု ကုမ္ပဏီလီမိတက်) ဘော်ဆိုင်းကျေးရွာတွင် နေထိုင်သူ ဖြစ်ပါသည်။

၂။လျှောက်ထားမြေ

လျှောက်ထားမြေသည် ကလောမြို့နယ်၊ ဘော်ဆိုင်းကျေးရွာအုပ်စု၊ ကွင်းအမှတ် (၇၆) ချော်ဆေးကန်ကွင်း၊ ဦးပိုင်အမှတ် (၄)၊ ဧရိယာ (၆. ၅၆) ဧက၊ ဦးပိုင်အမှတ် (၂၂)၊ ဧရိယာ (၁. ၈၀) ဧက၊ ဦးပိုင်အမှတ် (၂၁)၊ ဧရိယာ (၂. ၉၆) ဧက၊ ဦးပိုင်အမှတ် (၄/၁)၊ ဧရိယာ (၂. ၇၀) ဧက၊ ဦးပိုင်အမှတ် (၄/၂)၊ ဧရိယာ (၁. ၈၀) ဧက နှင့် ကွင်းအမှတ် (၇၇)၊ ချော်ဆေးကန်မြောက်ကွင်း၊ ဦးပိုင်အမှတ် (၂၈/၁)၊ ဧရိယာ (၃. ၃၄) ဧက၊ စုစုပေါင်း (၁၉. ၁၆) ဧက ဖြစ်ပါသည်။

၃။မြေအမျိုးအစားနှင့် ပိုင်ဆိုင်မှု

လျှောက်ထားမြေသည် ကလောမြို့နယ်၊ ဘော်ဆိုင်းကျေးရွာအုပ်စု၊ ကွင်းအမှတ် (၇၆) အတွင်းမှ (၁၅. ၈၂) ဧက နှင့် ကွင်းအမှတ် (၇၇) အတွင်းမှ (၃. ၃၄) ဧက၊ စုစုပေါင်း (၁၉. ၁၆) ဧကရှိသော ယာမြေမျိုး ဖြစ်ပါသည်။ ကွင်းအမှတ် (၇၆)၊ ဦးပိုင်အမှတ် (၄)၊ မြေဧရိယာ (၆. ၅၆)ဧက၏ မူလပိုင်ရှင်မှာ ဦးစိုးတင့်ဖြစ်ပြီး၊ ဦးပိုင်အမှတ် (၂၁)၊ မြေဧရိယာ (၂. ၉၆)ဧက၏ မူလပိုင်ရှင်မှာ ဦးတိုးဖေ၊ ဦးပိုင်အမှတ် (၂၂)၊ မြေဧရိယာ (၁. ၈၀) ဧက၏ မူလပိုင်ရှင်မှာ ဦးကြာနိုး၊ ဦးပိုင်အမှတ် (၄/၁)၊ မြေဧရိယာ (၂. ၇၀)ဧက၏ မူလပိုင်ရှင်မှာ ဦးလွင်၊ ဦးပိုင်အမှတ် (၄/၂)၊ မြေဧရိယာ (၁. ၈၀)ဧက၏ မူလပိုင်ရှင် ဦးစိုးတင့်၊ ကွင်းအမှတ် (၇၇)၊ ဦးပိုင်အမှတ် (၂၈/၁)၊ မြေဧရိယာ (၃. ၃၄)ဧက၏ မူလပိုင်ရှင်မှာ ဦးစိုးဝင်းတို့ အသီးသီးပိုင်ဆိုင်ကြပြီး အဆိုပါမူလ တောင်သူများမှ စိုက်ပျိုးလုပ်ကိုင်လိုခြင်း မရှိတော့ပါသဖြင့် ထိပ်တန်းကြယ်ဆယ်ခု ကုမ္ပဏီမှ ၄င်းမြေနေရာများအား ကျေးရွာသီးစားချထားမှုဖြင့် လွှဲပြောင်းရယူခဲ့ပါသည်။ (သီးစားချထားသည့် အမိန့်ပူးတွဲဖော်ပြထားပါသည်)

၄။စိုက်ပျိုးလုပ်ကိုင်မှု

လျှောက်ထားသည့်ယာမြေများအတွင်း (၂၀၁၁) ခုနှစ်အထိ ရာသီသီးနှံများ စိုက်ပျိုးလုပ်ကိုင်ခဲ့သော်လည်း ထိပ်တန်းကြယ်ဆယ်ခု ကုမ္ပဏီမှ လွှဲပြောင်းရယူခဲ့သော (၂၀၁၂) ခုနှစ်၌ မည်သည့်သီးနှံမှ စိုက်ပျိုးလုပ်ကိုင်မှုမရှိပဲ လှပ်ထားသည်ကို တွေ့ရှိရပါသည်။

၅။လက်ရှိလက်ငုတ်ပြဿနာရှိ/မရှိ

လျှောက်ထားမြေအား ထိပ်တန်းကြယ်ဆယ်ခု ကုမ္ပဏီလီမိတက်မှ စိုက်ပျိုးလုပ်ကိုင်သူ တောင်သူများထံမှ လွှဲပြောင်းရယူခဲ့ပြီး ကျေးရွာမှ သီးစားလုပ်ပိုင်ခွင့်ပြုထားပြီး ဖြစ်ခြင်းကြောင့် လက်ရှိလက်ငုတ်ပြ သနာ မရှိနိုင်ပါ။

၆။အဆောက်အဦ ဆောက်လုပ်ထားမှု အခြေအနေ

လျှောက်ထားမြေပေါ်တွင် မည်သည့်အဆောက်အဦမှ ဆောက်လုပ်ထားမှု မရှိသော်လည်း ဦးပိုင်အမှတ် (၄)၊ မြေဧရိယာ (၆. ၅၆) ဧကအတွင်း သန့်စင်စက်ရုံ ဆောက်လုပ်ရန်အတွက် မြေပြင်ဆောင်ရွက်လျက်ရှိသည်ကို တွေ့ရှိရပါသည်။

၇။သစ်တောကြိုးဝိုင်းနှင့် လွတ်ကင်းမှုရှိ/မရှိ

လျှောက်ထားမြေသည် သစ်တောကြိုးဝိုင်းဧရိယာနှင့် လွတ်ကင်းလျှက်ရှိကြောင်း စိစစ်တွေ့ရှိရပါသည်။

၈။အခြားတွေ့ရှိချက်

လျှောက်ထားမြေသည် ကလောမြို့နယ်၊ ဘော်ဆိုင်းကျေးရွာအုပ်စု၊ ကွင်းအမှတ် (၇၆)၊ ချော်ဆေးကန်ကွင်း၊ ဦးပိုင်အမှတ် (၄)၊ ဧရိယာ (၆. ၅၆)ဧက၊ ဦးပိုင်အမှတ် (၂၁)၊ ဧရိယာ (၂. ၉၆) ဧက၊ ဦးပိုင်အမှတ် (၂၂)၊ ဧရိယာ (၁. ၈၀)ဧက၊ ဦးပိုင်အမှတ် (၄/၁)၊ ဧရိယာ (၂. ၇၀)ဧက၊ ဦးပိုင်အမှတ် (၄/၂)၊ မြေဧရိယာ (၁. ၈၀)ဧက၊ ပေါင်း (၁၅. ၈၂) ဧကနှင့် ကွင်းအမှတ် (၇၇)၊ ချော်ဆေးကန်မြောက်ကွင်း၊ ဦးပိုင်အမှတ် (၂၈/၁)၊ ဧရိယာ (၃. ၃၄)ဧက၊ စုစုပေါင်း (၁၉. ၁၆) ဧကဖြစ်ပါသည်။

လျှောက်ထားမြေအတွင်း သတ္တုရိုင်းအဆင့်မြင့် သန့်စင်စက်ရုံတည်ဆောက်ရန် လျှောက်ထားခြင်းဖြစ်ပြီး မြေပြင်ကွင်းဆင်းစိစစ်တွေ့ရှိမှုအရ အဆောက်အဦ ဆောက်လုပ်ရန် မြေပြင်ခြင်းလုပ်ငန်းများအား ကွင်းအမှတ် (၇၆)၊ ဦးပိုင်အမှတ် (၄)အတွင်းရှိ ဧရိယာ (၆. ၅၆) အတွင်း၌သာဖြစ်ပြီး ဆောက်လုပ်မည့် စက်ရုံဧရိယာမှာ (၄၉၂ × ၄၁၀) ပေဖြစ်ပြီးကျန်ရှိသည့် ဧရိယာအားစက်ရုံအတွက် လိုအပ်သည့် အခြားပစ္စည်းများထားခြင်း စသည့်လုပ်ငန်းများ ဆောင်ရွက်မည်ဟု စိစစ်သိရှိရပါသည်။ သို့ပါ၍ ထိပ်တန်းကြယ်ဆယ်ခု ကုမ္ပဏီလီမိတက်မှ မြေပုံရေးကူး ခွင့်အား စိစစ်တင်ပြအပ်ပါသည်။

(သန့်ဇော်ဦး)
မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူး
ကလောမြို့

ကျေးရွာအုပ်စုအုပ်ချုပ်ရေးမှူးရုံး
ဆော်ဆိုင်းကျေးရွာအုပ်စု၊ ကလေးမြို့နယ်

ကျေးရွာအုပ်စုအေးချမ်းသာယာရေးနှင့် ဖွံ့ဖြိုးရေးကော်မတီ
ကျေး ရွာ အုပ် စု ၊ က လေး မြို့
စာအမှတ်၊ ၅ / - ၁ / ဦး ၆
ရက်စွဲ ၊ ၂၀၁၅ ခုနှစ်၊ မတ် လ (၂) ရက်

" သီးစားလုပ်ပိုင်ခွင့်ချထားပေးခြင်း "

ကလေးမြို့နယ် ၊ ထော်ခဲဦး ကျေးရွာအုပ်စု၊ ကွင်းအမှတ် (၇၆)၊ ချောင်းဆောက် ကွင်း ဦးပိုင်အမှတ် (၄) ၊ ယာမြေဧရိယာ (၆.၅၆) ဧကကို ကလေးမြို့ ၊ ထော်ခဲဦး ကျေးရွာနေ ဦး/ဒေါ် သိန်းထွန်း (၅/ကလန(နိုင်)၀၁၄၀၆၆) အား (၂ . ၃ . ၂၀၁၅) ရက်နေ့တွင် ပြုလုပ်သော ထော်ခဲဦး ကျေးရွာအုပ်စု ၊ ကျေးရွာအေးချမ်းသာယာရေးနှင့်ဖွံ့ဖြိုးရေးကော်မတီ အစည်းအဝေးအမှတ်စဉ် ( ) ဆုံးဖြတ်ချက်အရ ဦး/ဒေါ် သိန်းထွန်း သို့ သီးစားအဖြစ် လုပ်ကိုင်ခွင့်ပြုပါသည် ။

(အေးကျော်ဝင်း)
အုပ်ချုပ်ရေးမှူး၊
ဆော်ဆိုင်းကျေးရွာအုပ်စု
ကလေးမြို့နယ်။

မိတ္တူကို -

- ဥက္ကဋ္ဌ ၊ မြို့နယ်အေးချမ်းသာယာရေးနှင့်ဖွံ့ဖြိုးရေးကော်မတီ ၊ ကလေးမြို့ ၊
- ဦးစီးမှူး ၊ မြို့နယ်မြေစာရင်းဦးစီးဌာန ၊ ကလေးမြို့ ၊
- ရုံးလက်ခံ ။

Appendix-B

" LAND LEASE AGREEMENT "

CONTENTS

ARTICLES

PARTIES TO THE LEASE AGREEMENT **Page**

LAND LEASE AGREEMENT

This LEASE AGREEMENT is made, entered into and delivered in Naypyitaw on this .... Day of .... Two Thousand and Twelve.

BY AND BETWEEN

TOP TEN STAR PRODUCTION CO., LTD having its resident at No.8,Lane (6),Mindama Road,Shwe Gabar Housing,Mayangone Township,Yangon Region,Myanmar (hereinafter called and referred to as "**the LESSOR**", which expression shall, unless repugnant to the context or the meaning there of, include its successors, legal representatives and permitted assigns) represented for the purpose of this Agreement by its Director U Aye Tun Shwe of the one part.

AND

BAW PHYU TAUNG CO., LTD. incorporated under the Myanmar Companies Act as a Private Joint Venture Company Limited having its registered office at National Swimming Pool Compound,U Wisara Road,Dagon Township,Yangon Region, Myanmar (hereinafter referred to as "**the LESSEE**" which expression herein used shall, unless repugnant to the context or the meaning thereof, include, it successors, legal representatives, and permitted assigns) represented for the purpose of this Agreement by its Managing Director Mr.Choo Yan Ho of the other part.

WITNESSTH AS FOLLOWS :

WHEREAS the LESSEE is desirous of entering into this Lease Agreement for utilizing the lease land of 6.56 acres equivalent to 26,547.40 square metres at Plot No. **(15,16,17) ,Bawsaing Village,Kalaw Township,Southern Shan State ,Myanmar**)described in the map as per "Appendix-A" attached hereto (which shall form an integral part of this Lease Agreement) for constructing lead ore concentrating plant and concentrating of lead ore under the name of BAW PHYU TAUNG CO.,LTD.

WHEREAS the LESSOR is desirous of leasing the land plot as afore-mentioned to the LESSEE to enhance industrial development whereby promoting the foreign investment in Myanmar.

WHEREAS the LESSOR represents and warrants that it has the legal and benefical right on the said land; and

WHEREAS both the LESSOR and the LESSEE hereto are legally authorised to enter into this Lease Agreement.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

ARTICLE I : SCOPE OF AGREEMENT

1-01 In consideration of the rent hereinafter reserved and the covenants made by the LESSEE hereinafter contained, the LESSOR both hereby lease unto the LESSEE all that piece of land at **Plot No.(15,16,17) ,Bawsaing Village,Kalaw Township,Southern Shan State ,Myanmar)** measuring 6.56 acres equivalent to 26,547.40 square metres as per map attached as "Appendix-A" hereto (which shall form an integral part of this Lease Agreement) together with all the rights, easements, appurtenances thereto, except all mines, mineral deposits, gemstones, coal, petroleum and other natural resources as well as buried treasure and gems occurring in, under or within the said land for a term of 50 (Fifty) years extendable by (Two)10 -Years periods from the date of signing this Lease Agreement with the approval of Myanmar Investment Commission. (here in after called MIC)

1.02 On expiry of 50 (Fifty) years extendable by (Two) 10 -Year periods of the lease, this lease may be renewed for further periods with the consent of the LESSOR and subject to the approval of the MIC.

ARTICLE II : ANNUAL RENTAL AND PAYMENT TERMS

2-01 The annual rent for the land shall be US$ 53,094 (United State Dollar Fifty Three Thousand and Ninety Four Only)calculated at the rate of US$-2(United State Dollar Two Only)per square meter of leased land area of 6.56 acres equivalent to 26,547.40 square meter.The rent may be payable in US$ (or) other equivalent Foreign Currency.

2-02 Payment of annual rent shall be made in advance in the first month of every financial year.

2-03 The rate of rent shall be revised in view of prevailing land lease rates after every five-year period and increase of the rent shall not be more than 15% (Fifteen Percent) of the preceding annual rent.

2-04 The rent shall be calculated from the date of singing of this Lease Agreement. For the first year, the Lessee shall pay the land rent within (30)days after the signing date, for the period from the date of signing to the end of that financial year. From year two onwards, rent shall be paid as per mentioned in clause 2-02.

ARTICLE III : PLACE OF BUSINESS AND FACTORY

3-01 The place of business and concentrating of lead ore plant of the LESSEE shall be in Yangon Myanmar. The LESSEE may also have registered offices at such other places as may be determined by the Board of Directors.

ARTICLE IV : EFFECTIVE DATE OF THE LEASE

4-01 The effective date of this Lease Agreement shall be the date on which this Lease Agreement is signed by both the LESSOR and the LESSEE.

4-02 The period of the lease shall be initially 50 (Fifty) years extendable by (Two) 10-Year periods by mutual agreement. The lease period shall be counted from the date of signing this Lease Agreement.

ARTICLE V : LESSEE'S RIGHTS & OBLIGATIONS

5-01 The LESSEE hereby covenants with the LESSOR for the following:

5-01(1) to pay the said rent on the days in the manner hereinbefore appointed for payment thereof and to pay for all the charges to be collected by respective authorities with respect to any services provided,

5-01(2) not to sub-lease, assign or transfer the whole or any part of the leasehold interest hereby created, concerning the lease premises,

5-01(3) to utilize the leased land for the purpose of construction the lead ore concentrating plant of BAW PHYU TAUNG CO.,LTD. concentrating of lead ore and thereafter to install plant and equipment for processing, and marketing of medicine locally or overseas,

5-01(4) to accomplish costruction of building within 24 months from the date of signing this Agreement in accordance with the design concept.

5-01(5) to ensure that all activities and operations on the premises or any part thereof including the said Factory under lease and other related facilities, are in conformity with the laws, regulations and directives of the Republic of the Union of Myanmar,

5-01(6) to surrender the leased land within 3 (three) months of prior notice served to the LESSOR and to take away or dispose of all moveable properties not affecting the LESSOR'S right to claim for the rent up to the date of complete evacuation and claim for damages caused to the land in the event of termination under Article - 14, of this Lease Agreement

5-01 (7) to keep in good repair and condition of the buildings and structures in the demised premises and hand over such buildings and structures in such good repair and condition at the expiry of the Lease period and transfer the leased land and buildings (immovable properties) to the lessor in such condition within 3 months.

5-01 (8) to abstain from making any alteration to the demised premises without the prior approval of the Lessor,

5-01 (9) to pay all municipal taxes or rates as well as assessments of similar nature that now are or may hereafter during the said term be imposed upon the demised premises or any part thereof except Land revenue,

5-01 (10) to ensure that foreign personnel, and their families employed by it shall abide by the laws of the Republic of the Union of Myanmar and that they do not interfere in the internal affairs of the Republic of the Union of Myanmar,

5-01 (11) to secure and maintain all necessary types of insurance in accordance with the provisions of the Republic of the Union of Myanmar Foreign Investment Law and the Myanmar Insurance Law.

5-02 The LESSEE shall be responsible for protection as well as preservation of the

environment in and around the work-site to be able to control pollution of air, water and land not to cause any environmental degradation, and taking necessary measures in order to make environmentally protection and other treatment procedures to keep the work-site environmentally friendly.

5-03 The LESSEE may peacefully and quietly hold the leased premises during the term of the Lease Agreement without any interruption or disturbance of whatsoever nature by the LESSOR or any person lawfully claiming to represent the LESSOR.

ARTICLE VI : LESSOR'S RIGHT & OBLIGATIONS

6-01 The LESSEE paying the rent hereinbefore mentioned and performing and observing the covenants hereinbefore contained the LESSOR hereby convenants with the LESSEE for the following:-

6-01(1) the LESSOR shall pay all land revenues imposed on the leased land,

6-01(2) the Lessor is to assist in getting sufficient electricity power supply, required IDD telephones, fax lines and telex lines, and

6-01(3) the Lessor is responsible to assist in getting the requisite licences and permits from relevant authorities in Myanmar,

6-01 (4) the Lessor is to assist the Lessee for obtaining multiple visas, stay permits and work permits from the authorities allowing the Lessee's foreign staff personnel (as approved by the Myanmar Investment Commission) to enter, reside in and depart from the Republic of the Union of Myanmar for the purpose of participating in the operations of the Lessee's concentrating of lead ore plant.

6-02 The LESSOR shall have the right to empower its Director General and all persons acting under his order to be at liberty at all reasonable times during the term of the lease to enter upon the said leased land or any buildings thereon for any purpose related to the lease.

6-03 If the LESSEE in any substantial respect fails to perform or observe the terms and conditions of this Lease and fails to rectify such non-performance or non-observation within 90 (ninety) days after the notice in writing from the LESSOR of such default, the LESSOR shall be at liberty to re-enter upon and take possession of the whole complex of the leased land and the Lease shall, thereupon, cease and determine, provided that such right of re-entry shall not prejudice any right of action of the LESSOR for recovery of money from the LESSEE by way of rent or compensation for damages.

ARTICLE VII : GOVERNING LAW

7-01 This Lease Agreement shall be read, construed, interpreted and governed, in all respects in according with the existing laws of the Republic of the Union of Myanmar.

ARTICLE VIII : WARRANTY AND REPRESENTATION

8-01 Each party represents and warrants to the other that it is a legal person duly authorised under the relevant laws and has the right, power, sound financial standing and authority to enter into this Lease Agreement.

ARTICLE IX : CONDITION PRECEDENT

9-01 This Lease Agreement is conditional upon receipt of all necessary and requisite approvals for its performance and implementation of this Lease Agreement from all relevant Government authorities including the permit from Myanmar Investment Commission in the Republic of the Union of Myanmar.

ARTICLE X : RENEGOTIATION OF AGREEMENT

10-01 In the event that any situation or condition arises due to circumstances not envisaged in the Agreement and that it warrants amendments to this Lease Agreement, the parties hereto shall make necessary negotiations with a view to making such amendments.

10-02 Such amendments are subject to the approval of the Myanmar Investment Commission.

ARTICLE XI : LAW OF PERFORMANCE

11-01 Both parties shall carry out their obligations arising out of this Lease Agreement according to the laws, rules, regulations, directives and procedures the Republic of the of the Union of Myanmar.

ARTICLE XII : ARBITRATION

12-01 In the event of any dispute arising between the parties to this Lease Agreement,

which can not be settled amicably, such dispute shall be settled in the Republic of the Union of Myanmar by way of Arbitration, through two Arbitrators, each one of whom shall be appointed by the LESSOR and the LESSEE respectively. Should the Arbitrators fail to reach an agreement, the dispute shall be referred to an Umpire nominated by the Arbitrators. The decision of the Arbitrators or the Umpire shall be binding upon both parties. The arbitration proceedings shall, in all respects, conform to the Myanmar Arbitration Act, 1944 (Myanmar Act IV, 1944) or any then existing statutory modifications thereof.

12-02 Arbitration fees shall be borne by the losing party.

12-03 The venue of arbitration shall be in Yangon Region, Myanmar.

ARTICLE XIII : TERMINATION

13-01 This Lease Agreement may be terminated through the service of 90(ninety) days notice by either party hereto, upon occurrence of any of the following events, subject to the approval of the Myanmar Investment Commission.

13-01(a) substantial and continuous losses in the Lessee's business.

13-01(b) breach of any conditions of this Lease Agreement by either party, without rectification within 90 (ninety) days from written notification of the other party.

13-01(c) Force Majeure event persisting for more than six months from the occurrence thereof, and

13-01 (d) incapability of implementing the original aims and objectives of the Lessee.

13-02 This Lease Agreement may be terminated, before the expiry of the term of the Lease, by mutual consent in writing, after a service of 90(ninety) days notice of the intention of such termination, of the one party to the other and on approval therefor of the Myanmar Investment Commission.

13-03 This Lease Agreement may also be terminated by the lessee in the event that the natural disaster or any destruction or loss,caused by force majeure, occurs incapacitating the continuance of operations.The lessee reserves its right under

this Lease Agreement to reconstruct the damaged property wholly or partially at its own cost and continue its operations. Notice of intention to terminate shall be given in writing to the Lessor 90(ninety) days in advance.

13-04 Termination of this Lease Agreement shall be effective only after obtaining the approval of Myanmar Investment Commission, according to the existing Laws of the Republic of the Union of Myanmar.

ARTICLE XIV : FORCE MAJEURE

14-01 If either party is temporarily rendered unable wholly or partly by Force Majeure to perform its obligations or accept the performance of the other party under this Lease Agreement, the affected party shall give notice to the other party within 14(fourteen)days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such party as affected by some Force Majeure shall., with the approval of the other party, be suspended during the continuance of the disability so cause, but for no longer period than reasonable; and such cause shall, as far as possible, be removed with all reasonable dispatch. Neither party shall be responsible for any delay caused by Force Majeure.

14-02 The term "Force Majeure" as applied herein shall mean Act of God, restraints of a Government, strikes, lockouts, industrial disturbances, wars, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earthquakes, storms, lightings and any other causes similar to the conditions as enumerated herein which are beyond the control of either party and which, by the exercise of due care and diligence, either party is unable to overcome.

ARTICLE XV : ASSIGNMENTS

15-01 The LESSEE has the right to assign or transfer its interest in the plant of BAW PHYU TAUNG CO.,LTD. lead ore concentrating plant to any company or individual , local or foreign with the consent of an on terms agreed by the LESSOR, subject to the existing laws of the Republic of the Union of Myanmar and the approval of Myanmar Investment Commission.

ARTICLE XVI : MINERAL RESOURCES AND TREASURES

16-01 Mineral resources, treasures, gems and other natural resources, discovered unexpectedly from, in or under the lease land during the term of this Lease Agreement, shall be the property of the LESSOR and the LESSOR shall be at liberty to excavated the aforesaid finds at anytime, in accordance with laws, rules and regulations of the Republic of the Union of Myanmar.

ARTICLE XVII : NOTICE

17-01 Any notice or other communication required to be given or sent hereunder shall be in English Language and be left or sent by prepaid registered post (airmail, if overseas) or telex or facsimile transmission or international courier to the party concerned at its address given underneath, or such other address as the party concerned shall have notified in concurrence with this clause to the other party. The addresses of parties are as follows :

LESSOR: Name : TOP TEN STAR PRODUCTION CO., LTD.
Address: No.8,Lane (6),Mindama Road,Shwe Gabar Housing, Mayangone Township,Yangon Region,Myanmar.
Tel : ------------------------------
Fax: ------------------------------

LESSEE: Name : BAW PHYU TAUNG CO., LTD.

Address: National Swimming Pool Compound,U Wisara Road,Dagon Township,Yangon Region,Myanmar.

Tel :--

Fax : ---

ARTICLE XVIII : LANGUAGE

18-01 This Agreement shall be written in English.

ARTICLE XIX : MANAGEMENT FEES

19-01 The LESSEE shall pay for maintenance of the Industrial Zone where lead ore concentrating plant of Baw Phyu Taung Co., Ltd is situated, and management fees prescribed by and payable to the Management Committee of the Bawsaing Village, Kalaw Township,Southern Shan State.

ARTICLE XX : RETRANSFER OF LEASE PROPERTY

20-01 During the period of 50 (fifty) years extendable to (Two) Ten -Year periods of the leasehold of the leased land, the LESSEE shall undertake normal maintenance and due care of the lease property.

20-02 The LESSEE shall seek the prior written consent of LESSOR construct additional buildings or extension of buildings at the concentrating of lead ore plant after the initial investment had been made.

20-03 At the expiry of the Lease period or if the Lease Agreement is terminated under Article -14, the LESSEE shall transfer the leased land and immovable properties on it to LESSOR without any consideration within 3 (three) months in good condition, ground damages having been refilled or repaired.

20.04 The LESSEE shall have the right to take re - possession of all movable properties on leased land which shall be removed at its own costs and / or disposed of within 3 (three) month from the date of expiry of leased term not affecting the LESSOR'S right to claim for the rent up to the date of complete evacuation and damages caused to the leased land by the LESSEE.

IN WITNESS WHEREOF The Parties hereto have set their respective hands and affixed their seals hereunder on the Day, the Month and the Year first above written.

For and on behalf of

LESSOR

U AYE TUN SHWE
DIRECTOR
TOP TEN STAR PRODUCTION
CO.,LTD.

For and on behalf of

LESSEE

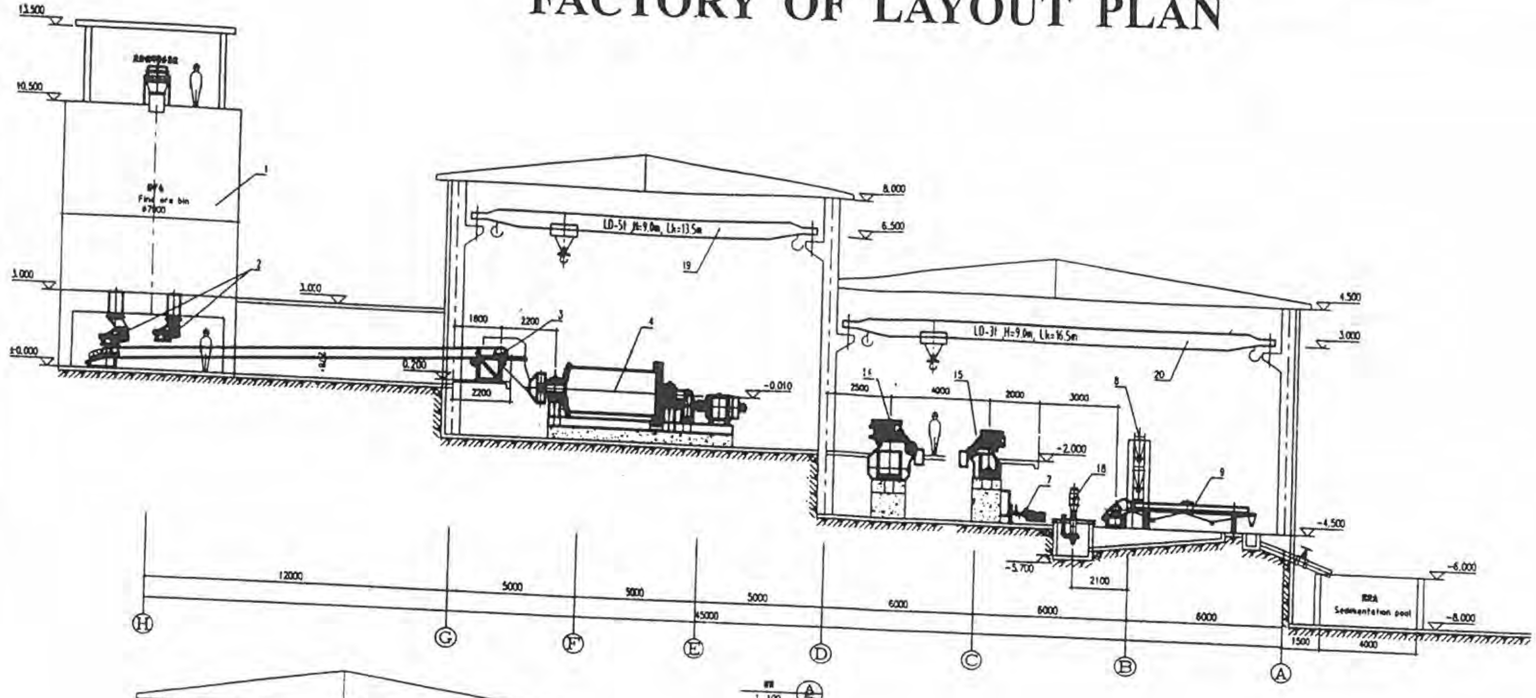
MR.OUYANG CHONGBIN
MANAGING DIRECTOR
BAW PHYU TAUNG CO., LTD.

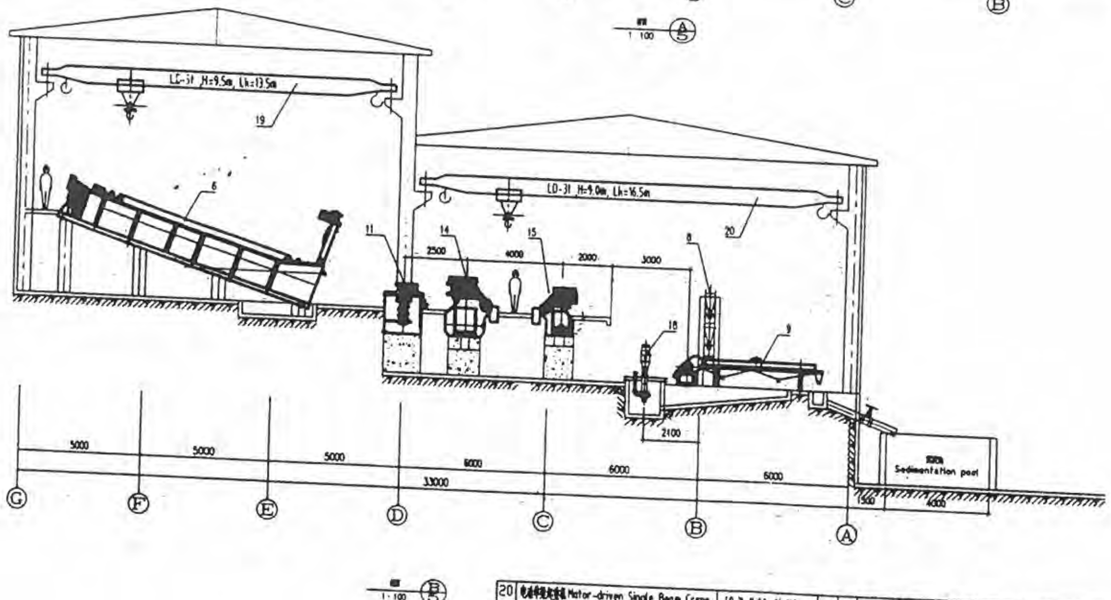
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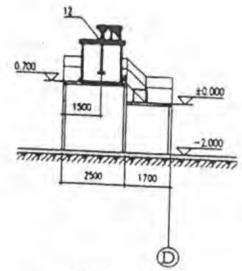
(1)
Name
Designation ....

(2)
Name
Designation ....

FACTORY OF LAYOUT PLAN







药剂制备平台剖面图
Cross-section drawn reagent adding plantform

说明：图中±0.0标高相当于绝对标高1336m.
Note : ±0.0 amount to absolute altitude 1336m.

20	电动单梁起重机 Motor-driven Single Beam Crane	LD-3t H=9.0m, Lk=16.5m	Set	1	6.5
19	电动单梁起重机 Motor-driven Single Beam Crane	LD-5t H=9.0m, Lk=13.5m	Set	1	9.9
18	液下泵 Slurry Pump	40PV-SP	Set	2	2×5.5
17	鑫海耐磨胶泵 Slurry Pump	IPNJ	Set	3	2×3
16	鑫海耐磨胶泵 Slurry Pump	XPA80/80	Set	4	2×11
15	浮选机 Flotation cell	SF-1.2	Set	10	10×5.5
14	浮选机 Flotation cell	SF-2	Set	20	20×11

13	药剂搅拌槽 Medicament agitation tank	BJW-1000	Set	4	4×1.5
12	药剂搅拌槽 Medicament agitation tank	BJW-1500	Set	1	3
11	高效搅拌槽 Agitation tank	GBJ-1500	Set	4	4×5.5
10	细砂摇床 Shaking table	6-S	Set	4	4×1.1
9	粗砂摇床 Shaking table	6-S	Set	2	2×1.1
8	连续水力分级机 Hydraulic classifier	3XH-400×800	Set	2	/
7	渣浆泵 Slurry Pump	IPNJ	Set	3	2×3

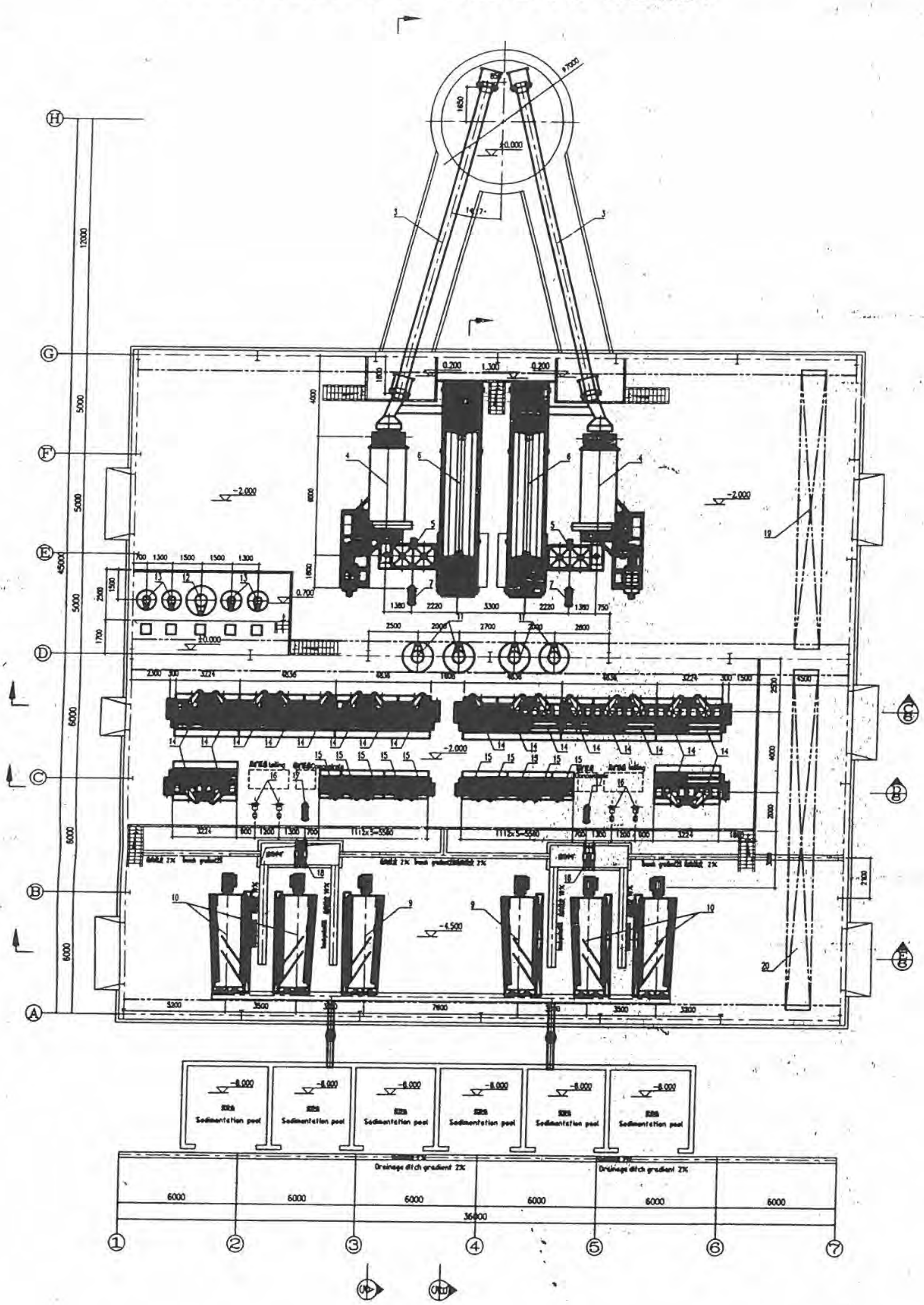
序号 No.	设备名称 Name	规格型号 Model	单位 Unit	数量 Q'ty	功率(kw) Power	备注 Remark
6	高堰式螺旋分级机 Spiral classifier	FLG-1500	Set	2	2X (7.5+2.2)	
5	跳汰机 Jig	JT-2	Set	2	2×3	
4	格子型球磨机 Grid ball	MQGg1836	Set	2	2×130	
3	4# 皮带运输机 No.4 Belt conveyer	TD75-5050	Set	2	2×3	
2	摆式给矿机 Swaying feeder	BG400×400	Set	4	4×1.1	
1	钢制粉矿仓 Fine Ore Bin	φ7000×7500	Set	1	/	

烟台鑫海矿业集团有限公司矿山设计研究院
Yantai Xinhai Mining Group Co.,Ltd Mine Design Institute

审定 Approved	
审核 Verify	
项目负责人 Project leader	
校对 Check	
设计 Design	

[2012-XH232]工程 Project
2012.03
磨矿选别车间配置图 Layout of grinding and processing workshop
比例 Proportion 1:100
图号 Drawing No. XH2320202
XH2320202-05

FACTORY OF LAYOUT PLAN



说明：图中±0.0标高相当于绝对标高1336m.
Note : ±0.0 amount to absolute altitude 1336m.

20	Motor-driven Single Beam Crane	LD-3t H=9.0m, Lk=16.5m	Set	1	6.5	
19	Motor-driven Single Beam Crane	LD-5t H=9.0m, Lk=10.5m	Set	1	9.9	
18	Slurry Pump	40PV-SP	Set	2	2×5.5	
17	Slurry Pump	1PNJ	Set	3	2×3	
16	Slurry Pump	XPA80/80	Set	4	2×11	
15	Flotation cell	SF-1.2	Set	10	10×5.5	
14	Flotation cell	SF-2	Set	20	20×11	

13	Medicament agitation tank	BJW-1000	Set	4	4×1.5	
12	Medicament agitation tank	BJW-1500	Set	1	3	
11	Agitation tank	GBJ-1500	Set	4	4×5.5	
10	Shaking table	6-S	Set	4	4×1.1	
9	Shaking table	6-S	Set	2	2×1.1	
8	Hydraulic classifier	3XH-400×800	Set	2	/	
7	Slurry Pump	1PNJ	Set	3	2×3	

6	Spiral classifier	FLG-1500	Set	2	2×(7.5+2.2)	
5	Jig	JT-2	Set	2	2×3	
4	Grid ball	MQGg1836	Set	2	2×130	
3	No.4 Belt conveyer	TD75-5050	Set	2	2×3	
2	Swaying feeder	BG400×400	Set	4	4×1.1	
1	Fine Ore Bin	φ7000×7500	Set	1	/	
No.	设备名称 Name	规格型号 Model	Unit	Qty	Power (kw)	Remark

Yantai Xinhai Mining Group Co.,Ltd Mine Design Institute

[2012-XH232] Project

2012. 03

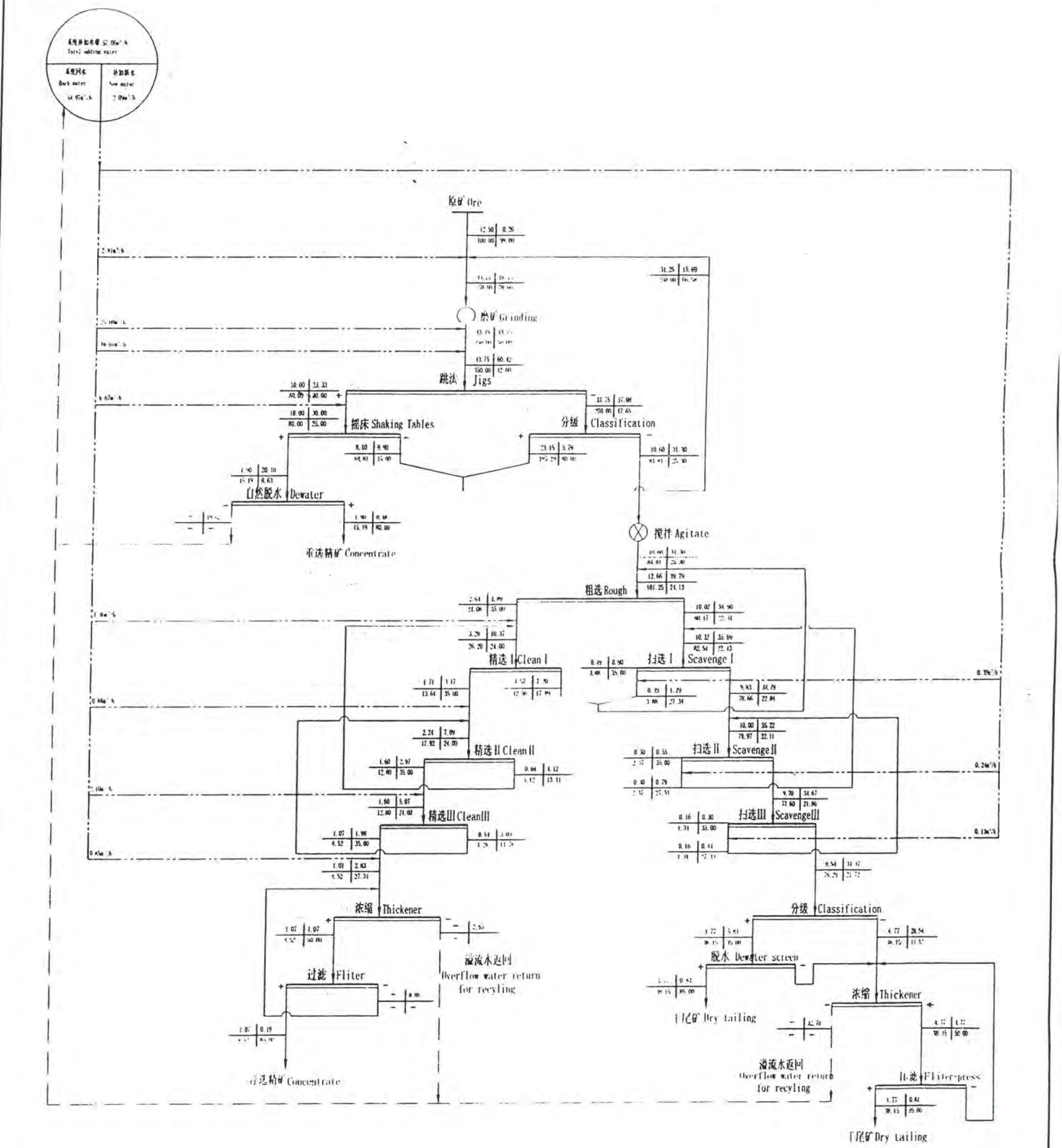
1:100

Layout I of grinding and processing workshop

Drawing No. XH2320202

XH2320202-04

FLOW OF PRODUCTION PROCESS



说明 (Note):

系统返回水量(System backwater): 54.97m³/h

产品带走水量(Water in concentrate and tailing): 2.35m³/h

系统补加水量(System adding wanter): 57.06 m³/h

原矿含水水量(Water in ore): 0.26 m³/h

图例(Legend):

矿量 Ore(t/h)	水量 Water(t/h)
产率Productivity(%)	浓度 Density(%)

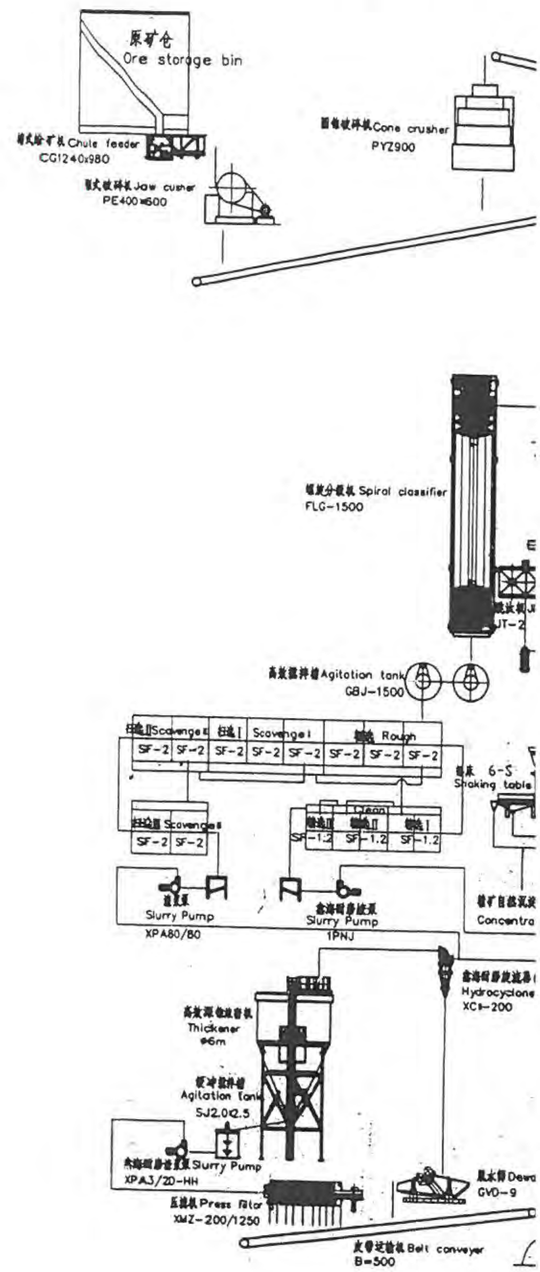
回水管线(Backwater pipe): — —

新水管线(Newwater pipe): —·—·—

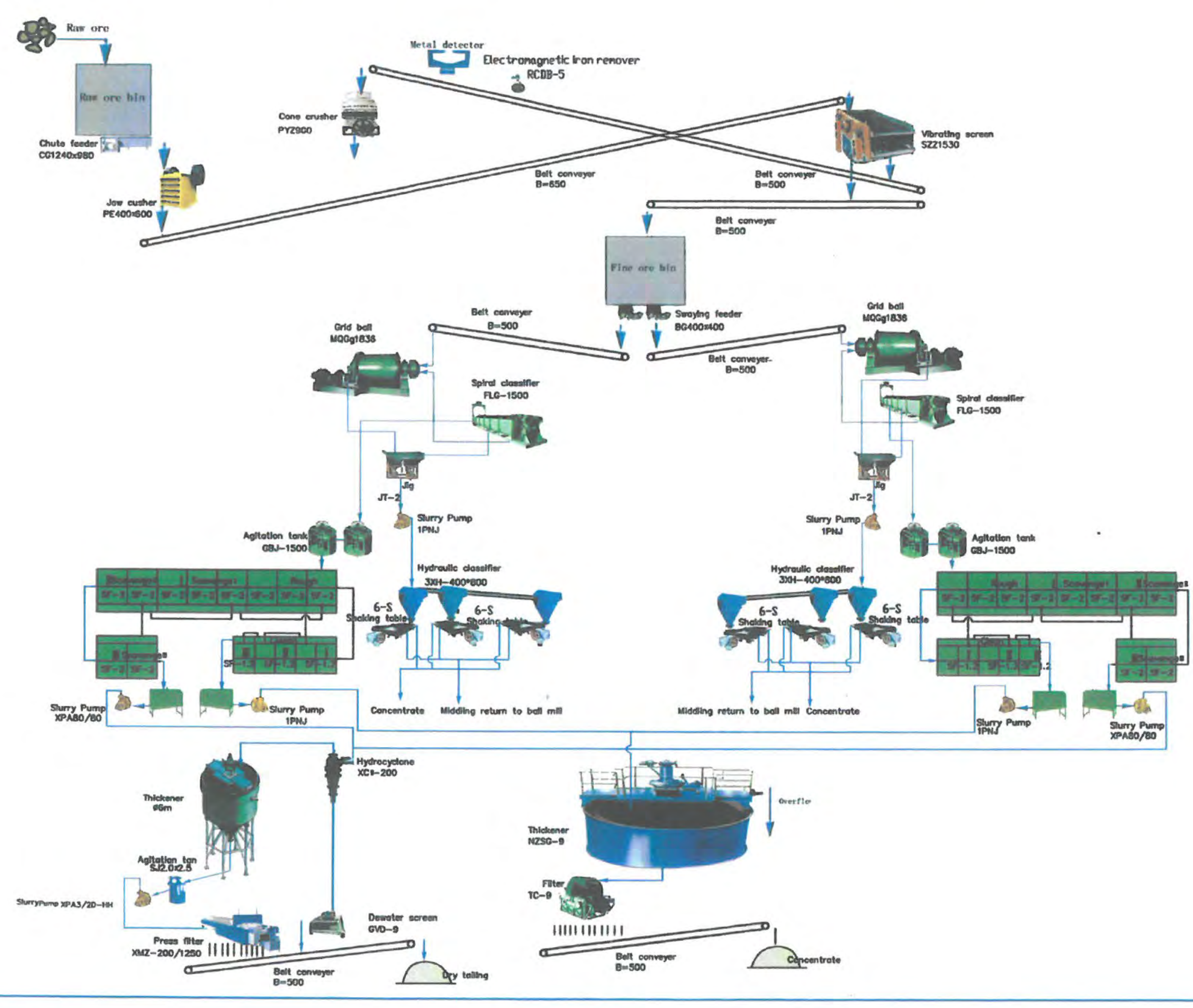
矿浆管线(Slurry pipe): ———

烟台鑫海矿业集团有限公司矿山设计研究院 Yantai Xinhai Mining Group Co.,Ltd Mine Design Institute	2012 03	[2012-XH232] 工程 Project
选厂水量平衡图 Drawing of water quantity balance		XH2320201
		XH2320201-01

FLOW (


原矿仓
Ore storage bin
Chute feeder
CG1240x980
Jaw cusher
PE400x600
Cone crusher
PYZ900
Spiral classifier
FLG-1500
Agitation tank
GBJ-1500
Scavenge II
Scavenge I
Rough
SF-2
6-S
Shaking table
Scavenge III
Clean
SF-1.2
Slurry Pump
XPA80/80
Slurry Pump
1PNJ
Hydrocyclone
XC-200
Thickener
Φ6m
Agitation tank
SJ2.0x2.5
Slurry Pump
XPA3/20-HH
Press filter
XMZ-200/1250
GVD-9
Belt conveyer
B=500

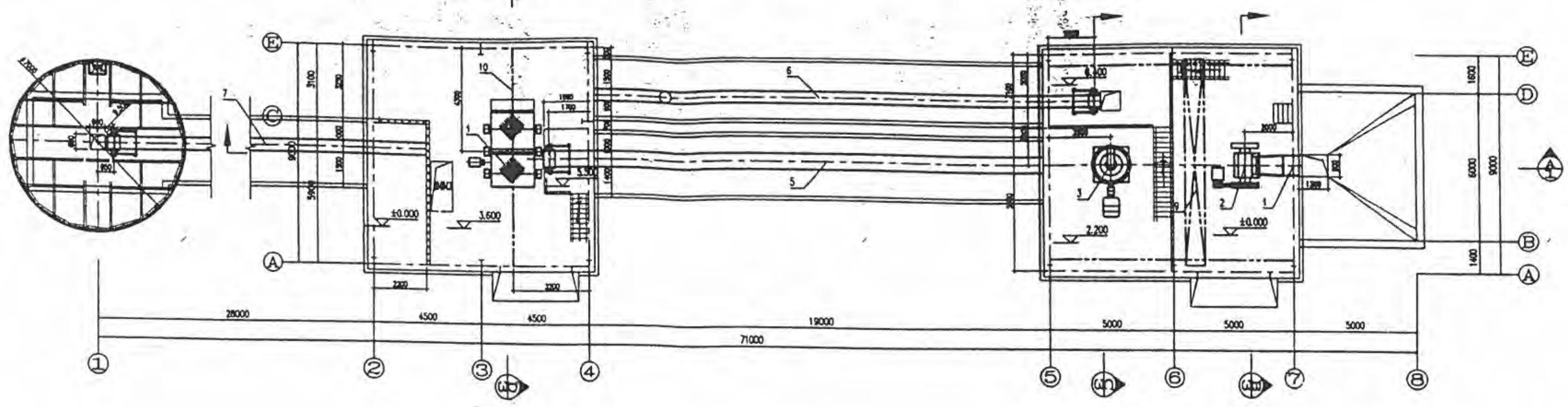
Visual Relating Image of the 300t/d Lead Mining Equipment

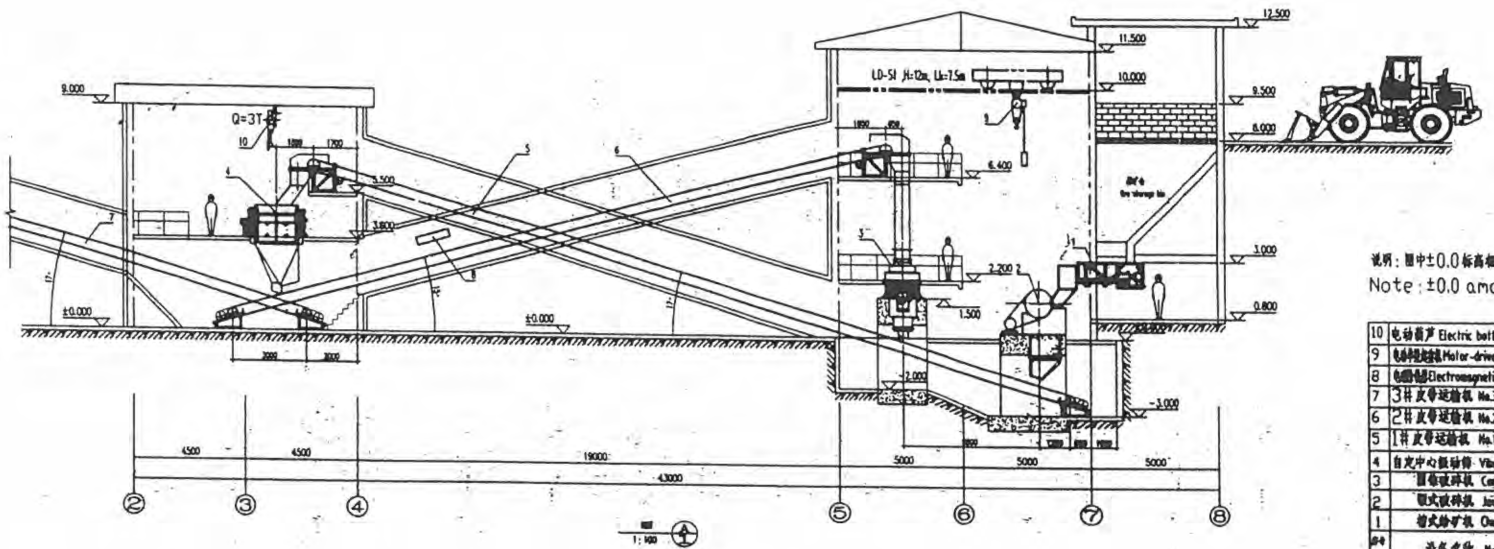


အဆင့်မြင့် ခဲသတ္တုသန့်စင်စက်ရုံပုံစံ



FACTORY OF LAYOUT PLAN





说明：图中±0.0标高相当于绝对标高1337m.
Note：±0.0 amount to absolute altitude 1337m.

序号 No.	设备名称 Name	规格型号 Model	单位 Unit	数量 Qty	功率(kw) Power	备注 Remark
10	电动葫芦 Electric bottle gourd	Q=3T	台Set	1	4.9	
9	电动单梁起重机 Motor-driven Single Beam Crane	LD-5t H=12m, Lk=7.5m	台Set	1	9.9	
8	电磁除铁器 Electromagnetic iron remover	RCDB-5	台Set	1	0.1	
7	3# 皮带运输机 No.3 Belt conveyer	TD75-5050	台Set	1	7.5	
6	2# 皮带运输机 No.2 Belt conveyer	TD75-5050	台Set	1	7.5	
5	1# 皮带运输机 No.1 Belt conveyer	TD75-6550	台Set	1	11	
4	自定中心振动筛 Vibrating screen	SZZ1530	台Set	1	7.5	
3	圆锥破碎机 Cone crusher	PYZ900	台Set	1	55	
2	颚式破碎机 Jaw cusher	PE400×600	台Set	1	30	
1	槽式给矿机 Chute feeder	CG1240×980	台Set	1	7.5	

Xinhai 烟台鑫海矿业集团有限公司矿山设计研究院 Yantai Xinhai Mining Group Co.,Ltd Mine Design Institute

[2012-XH232] 工程 Project

2012

1:100

Approved / Verify / Project leader / Check

破碎筛分车间配置图1
Layout1 of Crushing and screening workshop

XH2320202

XH2320202-01

Myanma Investment and Commercial Bank

Yangon

Date 11 SEP 2012

To

Top Ten Star Production Co, Ltd.

We hereby certify that the balance standing at the credit of the account of DKT 410263 with Myanma Investment and Commercial Bank Yangon at the close of business on the 12.09.2012 was Kyats -1000,10000/- (Kyats one hundred million ten thousand only.

Yours Faithfully

Asst:/Dy: Manager   Manager

Domestic Banking Department

Myanma Investment and Commercial Bank

၁၅ 25.2.2012
18.5.12

တရားဝင်ကိုယ်စားလှယ်အလွှဲခံရသူ ဓာတ်ပုံ
ATTORNEY HOLDER PHOTO

တရားဝင်ကိုယ်စားလှယ်အလွှဲခံရသူ၏အကြောင်းအရာ
PARTICULARS OF ATTORNEY HOLDER

၁။ အမည်
NAME

၂။ မှတ်ပုံတင်အမှတ်
REGISTRATION NO.

၃။ အလုပ်အကိုင်
OCCUPATION

၄။ နေရပ်လိပ်စာ No 8, lane (6) Min Dhama Main
ADDRESS Road Shwe Kabar Housing.

၅။ တယ်လီဖုန်းအမှတ်
TELEPHONE NO. Mayangone T/S Yangon.

ဤစာအုပ်တွင် စာမျက်နှာ (၃၂) ပါဝင်ပါသည်။
THIS PASSBOOK CONSISTS OF (32) PAGES.

စာရင်းအမှတ် 1DA0401275
ACCOUNT NO.



စာရင်းပိုင်ရှင်၏ဓာတ်ပုံ
ACCOUNT HOLDER PHOTO

စာရင်းပိုင်ရှင်၏ အကြောင်းအရာ
PARTICULARS OF ACCOUNT HOLDER
Top Ten Star Production Co., Ltd.

၁။ အမည် U Aye Tun Shwe
NAME 9/Kha Ah Za (N) 013640

၂။ မှတ်ပုံတင်အမှတ်
REGISTRATION NO. U Tun Tun

၃။ အလုပ်အကိုင် 9/Tha Sa Na (N) 000407
OCCUPATION Industrial, Production

၄။ နေရပ်လိပ်စာ ~~No 15, Shan Lane St,~~
ADDRESS

၅။ တယ်လီဖုန်းအမှတ် ~~Sanchaung Tsp, Yangon.~~
TELEPHONE NO.

ထုတ်ပေးသည့်ရက်စွဲ 20.3.12
DATE OF ISSUE

၄ (4) မြန်မာ့နိုင်ငံခြား ကုန်သွယ်မှုဘဏ် ၅ (5)

10A04012?5 MYANMA FOREIGN TRADE BANK 10A04012?5

SR.	DATE	PARTICULARS	DEPOSIT	WITHDRAWAL	BALANCE US $	SIGNATURES
	15.3.12	Balance			126,296.77	
Bal US$ one hundred twenty six thousand one hundred twenty						
	seventy hundred only					
	26.3.12	MF36B5GH 16470		1,407.71	[illegible]	
	"	MF36[illegible] 19306		47,000 / 1,117.50	[illegible].56	
	28.3.12	MJ010424 [illegible]		3,990.35	73,710.21	
Bal USD seventy three thousand six hundred ten [illegible]						
[illegible] hundred only						
	5.4.12	MF36D3G[illegible] B17745		465.55	73,244.66	
	26.4.12	MF36A[illegible] PE16277		212.46		
	"	MF36[illegible] PE19306		301.16	72,731.04	
Bal USD seventy two thousand six hundred thirty one [illegible] only						

မြန်မာ့နိုင်ငံခြားကုန်သွယ်မှုဘဏ်

1DA04 01275   MYANMA FOREIGN TRADE BANK   1DA04 0127

စဉ် SR.	ရက်စွဲ DATE	အကြောင်းအရာ PARTICULARS	သွင်းငွေ DEPOSIT	ထုတ်ငွေ WITHDRAWAL	လက်ကျန်ငွေ BALANCE US $	လက်မှတ် SIGNATURE
FEC One hundred only						
	B/F	Balance			72,731 04	
	30.4.12	MF36 ASCAPE 16272		145 87	72,585 [illegible]	
Bal USD seventy [illegible] thousand [illegible] hundred [illegible] only						
FEC one hundred only						
	4.5.12	MD-01624 (MEB) [illegible]		4,873 / 121	67,610 96	
Bal USD sixty seven thousand six hundred ten/96 only						
FEC one hundred only						
	9.5.12	TT P374712	111,509 14		179,120 10	
	10.5.12	MF36 DSCAP E18112		50	179,070 10	
Bal USD one hundred seventy nine thousand seventy/10 only						
FEC One hundred only						

မြန်မာ့နိုင်ငံခြားကုန်သွယ်မှုဘဏ်

DA04 01275 MYANMA FOREIGN TRADE BANK DA04 01275

စဉ် SR.	ရက်စွဲ DATE	အကြောင်းအရာ PARTICULARS	သွင်းငွေ DEPOSIT	ထုတ်ငွေ WITHDRAWAL	လက်ကျန်ငွေ BALANCE US $	လက်မှတ် SIGNATURE
	B/F	Balance			179,190 10	
	[illegible]	E DA04 01275 00367		110,000 - 2 -	69,168 10	
Balus sixty nine thousand sixty eight 10 only						
	FEC one hundred only					
	30.7.12	[illegible]		2,240 - 4 14	66,926 96	
Balus sixty six thousand eight hundred twenty six 96 only						
	FEC one hundred only					
	7.8.12	[illegible] DA 010042 (SGD)		12,918 65 4 14		
	〃	Dept of Mining MD 0112300 (SGD)		1,331 82 4 14	52,674 21	
Balus fifty two thousand five hundred seventy four 21 only						
	FEC one hundred only					

မြန်မာ့နိုင်ငံခြား ကုန်သွယ်မှုဘဏ်

13A040127 5 13A040127 5

MYANMA FOREIGN TRADE BANK

စဉ် SR.	ရက်စွဲ DATE	အကြောင်းအရာ PARTICULARS	သွင်းငွေ DEPOSIT		ထုတ်ငွေ WITHDRAWAL		လက်ကျန်ငွေ BALANCE US $		လက်မှတ်
	B/F	Balance	-	-	-	-	52,674	21	
	29.8.12	[illegible]			1,072	-			
		[illegible]			114				
	"	[illegible]			1,232	-			
		[illegible]			114	-	[illegible]	92	
		[illegible]	45,300	-			[illegible]	[illegible]	

Bal US$ Ninety five thousand five hundred [illegible] only

FEC one hundred only

QUERY OF ACCOUNT BASIC INFORMATION

(Translation)

July 30, 2012

A/C No.: 24-139501040011166

Currency: RMB

A/C Name: Ruili Zhisheng Import & Export Co., Ltd.

Opening Bank: Business Office of Ruili Sub-Branch of Agricultural Bank of China

A/C State: Normal

A/C Balance: RMB 36,467,759.57

RMB thirty-six million four hundred and sixty-seven thousand seven hundred and fifty-nine point fifty-seven (in word)

Balance Available: RMB 36,467,759.57

RMB thirty-six million four hundred and sixty-seven thousand seven hundred and fifty-nine point fifty-seven (in word)

Transaction Time: 09:45:52

Teller: *Yang Zhiwei*

[Affixed with the seal of *Stamp (01) only for Business of Ruili Sub-Branch of Agricultural Bank of China*]

NOTARIAL CERTIFICATE

(TRANSLATION)

(2012) Y.R.Z.W.Zi No.0841

Applicant: Ruili Zhisheng Import & Export Co., Ltd.

Address: 6 Yulin Lane, East of Ruijiang Road, Cooperative Zone, Ruili City

Legal Representative: Deng Jiji, male, born on May 3, 1965, ID Card No. 35040219650503601X

Notarization: Photocopy conforming to original

This is to certify that the photocopy attached hereto is in conformity with the original Query of Account Basic Information presented to the Notary by Deng Jiji, the legal representative of the Ruili Zhisheng Import & Export Co., Ltd..

Notary: Wu Weiping (Signature)

Ruili City Notary Public Office (Seal)

Yunnan Province

The People's Republic of China

August 17, 2012.

I I 12593729

CERTIFICATE OF CAPITAL

(Translation)

This is to certify that the Ruili Zhisheng Import & Export Co., Ltd., with an A/C No. 24-139501040011166, has a balance in the bank of RMB thirty-six million four hundred and sixty-seven thousand seven hundred and fifty-nine point fifty-seven (36,467,759.57 Yuan) up to the time of July 30, 2012 10:06.

This is hereby certified by

Business Office of Ruili Sub-Branch of Agricultural Bank of China
July 30, 2012

(Affixed with the seal of *Stamp (01) only for Business of Ruili Sub-Branch of Agricultural Bank of China*)

NOTARIAL CERTIFICATE

(TRANSLATION)

(2012) Y.R.Z.W.Zi No.0835

Applicant: Ruili Zhisheng Import & Export Co., Ltd.

Address: 6 Yulin Lane, East of Ruijiang Road, Cooperative Zone, Ruili City

Legal Representative: Deng Jiji, male, born on May 3, 1965, ID Card No. 35040219650503601X

Notarization: Photocopy conforming to original

This is to certify that the photocopy attached hereto is in conformity with the original Certificate of Capital presented to the Notary by Deng Jiji, the legal representative of the Ruili Zhisheng Import & Export Co., Ltd..

Notary: Wu Weiping (Signature)

Ruili City Notary Public Office (Seal)

Yunnan Province

The People' s Republic of China

August 17,2012.

1112593719

BUSINESS LICENSE

FOR ENTERPRISE AS A LEGAL ENTITY

(DUPLICATE)

Registration No. 533102100008778 1/2

Enterprise: Ruili Zhisheng Import & Export Co., Ltd. (with the seal)

Address: 6 Yulin Lane, East of Ruijiang Road, Cooperative Zone, Ruili City

Legal Representative: ***Deng Jiji***

Registered Capital: RMB forty million Yuan only

Paid-up Capital: RMB forty million Yuan only

Type of Enterprise: limited liability Company invested by natural person

Scope of Business: Import of minerals, export of mechanical equipment and goods imp. & exp. (any item involved in special approval stipulated by the state law and administrative statute should be operated according to the approved items and time limit) ***

Time of Establishment: Sep. 1, 2011

Term of Business: From Sep. 1, 2011 to Sep. 1, 2021

Notes

1. The *Business License for a Legal Entity* is a statutory voucher for the qualification of a legal person and the legal business.
2. The *Business License for a Legal Entity* shall contain both an original and duplicate copy, which are equivalent in effect.
3. The *Business License for a Legal Entity should be put up at an open and striking place of the company's location.*
4. The *Business License for a Legal Entity* cannot be forged, altered, hired, rented or transferred to any other third party.
5. If the items registered previousiy need to be modified, the alternations should be registered at the original approval organization and the *Business License for a Legal Entity* should be replaced.
6. The registration organization shall launch an annual check of the enterprise's legal entity from March 1 to June 30.
7. The business operation cannot be made following the *Business License for a Legal License*'s withdrawal.
8. Both the original and duplicate copies of *The Business License for a Legal Entity* should be returned to the original department or bureau for registration when handling the company's canceling.
9. Should the *Business License for a Legal Entity* be carelessly lost or damaged, it should be declared for invalidity at the appointed local paper media by the specific authority, and apply for renewal.

Annual Check Information

Ruili Bureau for Industry and Commerce of Dehong Prefecture (common seal)

Jul. 25, 2012

NOTARIAL CERTIFICATE
(TRANSLATION)

(2012) Y. R. Z. W. Zi No. 0843

Applicant: Ruili Zhisheng Import & Export Co., Ltd.

Address: 6 Yulin Lane, East of Ruijiang Road, Cooperative Zone, Ruili City

Legal Representative: Deng Jiji, male, born on May 3, 1965, ID Card No. 35040219650503601X

Notarization: BUSINESS LICENSE FOR ENTERPRISE AS A LEGAL ENTITY (DUPLICATE)

This is to certify that the photocopy attached hereto is in conformity with the original BUSINESS LICENSE FOR ENTERPRISE AS A LEGAL ENTITY (DUPLICATE) issued to Ruili Zhisheng Import & Export Co., Ltd. by Bureau for Industry and Commerce of Ruili City, Dehong Prefecture on July 25, 2012, and that the original is authentic.

Notary: Wu Weiping (Signature)

Ruili City Notary Public Office (Seal)

Yunnan Province

The People's Republic of China

August 17, 2012.

1112593736

Articles of Association of Ruili Zhisheng Import & Export Co., Ltd.

CHAPTER I. GENERAL

Article 1: The Articles of Association (hereinafter referred to as the Articles) are hereby formulated in accordance with the *Company Law of People's Republic of China* (hereinafter referred to as the Company Law) and other relevant laws and administrative regulations in order to safeguard the legitimate rights and interests of the company and its shareholders and to ensure a standard corporate organization and behavior.

Article 2: The name of the Company is Ruili Zhisheng Import & Export Co., Ltd. (hereinafter referred to as the Company):

Article 3: The domicile of the Company is 6 Yulinqi Lane, east of Ruijiang Road, Ruili Cooperation Zone, Ruili City, Yunnan Province.

Article 4: The Company's operating period is twenty years starting from the Date of Registration of Establishment.

Article 5: The shareholders of the Company include:

Party A: Deng Jiji.
Domicile: Room 2102, 10 Wenping Road, Siming District, Xiamen City
ID Card Number: 35040219650503601X

Party B: Luo Huanji
Domicile: Room 202, Building 10, Wusi New Village, Liexi, Meilie District, Sanming City
ID Card Number: 350402195712242014

Party C: Cai Huaiying
Domicile: Room 501, 158 Wanshou Road, Siming District, Xiamen City
ID Card Number: 350427195403080012

Party D: Ouyang Chongbin
Domicile: Room 405, Building 41, Meiling New Village, Melie District, Sanming City, Fujian Province.
ID Card Number: 350403196604030015

Article 6: The Company is a limited liability company and each of its shareholders takes on the liability in proportion to his or her capital contribution to the Company. The Company is liable for its debts with and against all of its assets.

Article 7: As an investor or contributor of the Company, the shareholder is entitled to the Return on Equity and has the right to make major decisions and choose managers for the Company. Such right and entitlement, however, shall be proportional to the shareholder's contribution to the Company. It is the Company that holds and owns all of the property rights that are formed as a result of the shareholders' investment and that belong to the legal persons of the Company. Meanwhile, the Company is legally entitled to all the civil rights and bears all the civil liability.

Article 8: The Company has Chinese legal persons and is governed and protected by the laws of China. The Company as well as its activities must obey the national laws, acts and/or relevant regulations of China.

CHAPTER II. CORPORATE PURPOSE AND PERMITTED OPERATIONS

Article 9: The Company is supposed to expand and boost the local mining-based economy, to make the best use of the complementary advantages to realize the mutually beneficial development, to raise capital funds for new and existing operations and investment, to keep increasing the economic efficiency and developing economy, and ultimately, to satisfy its shareholders with decent returns on investment.

Article 10: The Business Scope of the Company: import of mineral products, export of mining and concentrating/processing equipment, sale of mineral products (if a separate approval or permit is required for any item within these permitted operations, such item shall be as per the approval or permit as to its operating and period of validity).

CHAPTER III. REGISTERED CAPITAL

Article 11: The registered capital of the Company is RMB 5 million (in words: Five Million Only).

Article 12: The capital contributions of Party A, Party B, Party C, Party D and Party E as well as their respective percentage are listed below:

Party A's capital contribution is RMB one million five hundred fifty thousand, making up 31% of the total registered capital of the Company;

Party B's capital contribution is RMB one million four hundred fifty thousand, making up 29% of the total registered capital of the Company;

Party C's capital contribution is RMB one million two hundred fifty thousand, making up 25% of the total registered capital of the Company;

Party D's capital contribution is RMB seven hundred fifty thousand, making up 15% of the total registered capital of the Company;

The above capital contributions are made by each party in monetary form.

Article 13: Each shareholder of the Company has paid up his or her capital contribution as described under the Article 11 of the Articles and each of these paid-up capital contributions has been verified and certificated by a statutory capital verification institution.

Article 14: The Capital Contributions can be transferred between the shareholders of the Company.

For capital contribution that is to be transferred to a person other than an existing shareholder, such transfer must be agreed upon by all of the shareholders; The shareholder(s) who disagrees (disagree) on such transfer shall buy the capital contribution to be transferred or be deemed as having agreed on such transfer.

The shareholders of the Company have the right of preemption to buy the equity interests whose transfer has been agreed upon by all the shareholders of the Company under the same and equal conditions.

Article 15: The Company shall issue to each of its shareholders a Capital Contribution Certificate which shall bear the name of the Company, the name of the shareholder, the amount and date of the capital contribution, the certificate number, date of issue as well as the common seal/stamp of the Company.

CHAPTER IV. SHAREHOLDER'S RIGHTS AND OBLIGATIONS

Article 16: A shareholder of the Company has the right and power to:

1. Make an entry of his or her name, domicile, amount and certificate of capital contribution on the Register of Shareholders;

2. Recommend a representative to attend the shareholders' meeting and exercise the right to vote in proportion to his or her capital contribution percentage;

3. Be informed of the Company's operation and have the access to the minutes of any shareholders' meeting as well as the Company's financial and accounting reports or statements;

4. Receive the dividend in proportion to his or her investment;

5. Have the right of pre-emption to buy the capital contributions of other shareholders as well as the new capital of the Company;

6. Ask, after the capital contribution of a shareholder has been transferred out, the Company to make an entry on its Register of Shareholders of the transferee's name, domicile, amount of capital contribution etc.

7. In the event of termination of the Company, have a proportional (to his or her capital contribution) share of the property that remains after all of the Company's debts have been cleared.

Article 17: A shareholder of the Company is obligated to:

1. Pay up his or her capital contribution and take on proportional corporate responsibility to his or her paid-up capital contribution;

2. Not to withdraw his or her capital contribution once the Company has been registered at the competent authority.

3. Abide by the Articles of Association;

4. Be honest and credible to the other shareholders of the Company;

5. Exercise his or her rights in accordance with the legal procedures and the Articles of Association;

6. Safeguard the interests of the Company, oppose and resist any behavior, act or activity that may be detrimental to the interests of the Company;

7. Fulfill other obligations as required by law.

CHAPTER V MEETING OF SHAREHOLDERS

Article 18: The Company is constituted by all of its shareholders and the meeting of shareholders is the Company's executive body and shall exercise its powers in accordance with the Company Law.

Article 19: The shareholders' meeting has the rights and powers to:

1. Make decisions on the Company's operating policies and investment plans;

2. Elect and replace the Director(s), make decisions on the remuneration or salary for such Director(s);

3. Elect and replace the Supervisor, which is supposed to be assumed by the Shareholders' Representative, and make decisions on the remuneration or salary for such Supervisor;

4. Review and approve the report submitted by the Board of Directors;

5. Review and approve the report submitted by the Supervisor;

6. Review and approve the Company's annual financial budgeting and final accounting;

7. Review and approve the Company's plan for profit distribution and deficit coverage;

8. Make decisions on increasing or decreasing the Company's registered capital;

9. Make a decision on whether or not to issue corporate bonds; .

10. Make a decision on whether or not to transfer the capital contribution of a shareholder of the Company to a person other than the existing shareholder of the Company;

11. Make decisions on merger, division, change of corporate form, dissolution, liquidation and so on;

12. Make change(s) to the Articles of Association;

13. Discuss and make a decision on any other important matter submitted by the Board of Directors.

Article 20: A Shareholders' Meeting can be annual or ad hoc. The annual meeting is held once a year in the first month following the end of the fiscal year; and an ad hoc meeting can be convened by the Chairman or over two-thirds of directors.

Article 21: The Company shall inform or send a notice to each of its shareholders 15 days in advance of the holding of a shareholders' meeting. The minutes recording of meeting listing all the matters discussed in the meeting shall be maintained for each shareholder's meeting and signed by all of the shareholders or his or her authorized representative.

Article 22: A shareholder shall attend a shareholders' meeting at the expenses of the Company.

Article 23: The minutes of meeting listing all the matters discussed in a meeting shall be maintained for each shareholder's meeting and signed by all of the shareholders or his or her authorized representative present.

Article 24: The first shareholders' meeting shall be convened and presided over by the shareholder who makes the largest capital contribution. The shareholders' meetings following the first one shall be convened and presided over by the Chairman. If the Chairman cannot to fulfill his or her duty in this respect for some reasons, the meeting shall then be presided over by a director nominated by more than half of the directors.

Article 25: The notice of a shareholders' meeting shall be sent by the Chairman with the exception of the first one.

Article 26: A shareholder exercises his or her right to vote in a shareholders' meeting in proportion to his or her capital contribution. A shareholder can only vote for, against or abstain with and by his or her proportional right to vote in a shareholders' meeting.

Article 27: A resolution will be considered passed if it has been agreed upon by over half of the shareholders who are present and who have the right to vote at a shareholders' meeting. However, a resolution on any of the matters as described under the Clause 8, 10 and 11 of the Article 19 of the Articles will be considered passed only if it has been agreed upon by over two-third of the shareholders who are present and who have the right to vote at a shareholders' meeting.

A resolution on increasing the registered capital of the Company by an amount not exceeding RMB ten million will be considered passed if it has been agreed upon by over half of the shareholders who are present and has the right to vote at a shareholders' meeting.

CHAPTER VI BOARD OF DIRECTORS

Article 28: The Company has a board of directors consisting of three members and a chairman who shall be elected by the board of directors and acted as the legal representative of the Company.

The term of office of a director is three years. And on expiration of the term, the director is eligible for re-election for another term. Without an adequate reason, the shareholders' meeting shall not discharge a director from his or her office. -

Article 29: The Board of Directors reports to the Shareholders' Meeting and has the powers and rights to:

1. Convene the Shareholders' Meeting and report to the Shareholders' Meeting about his works;

2. Implement each resolution passed in a Shareholders' Meeting;

3. Make decisions on the Company's operating policies and investment plans;

4. Review and approve the Company's annual financial budgeting and final accounting;

5. Review and approve the Company's plan for profit distribution and deficit coverage:

6. Make plans for increasing or decreasing the Company's registered capital;

7. Make plans for merger, division, change of the corporate form or for dissolution;

8. Make decisions on internal management structure (or organizational set-up)

9. Appoint or dismiss, and make a decision on the salary for, the Company's Deputy Manager, Chief Financial Officer;

10. Make a decision on, and approve, the manager's work report;

11. Develop and set up the basic management system for the Company and any other regulations that need to be formulated by the Board of Directors;

12. Make a decision as to whether or not to set up a branch;

13. Make decisions on the Company's investment projects and offering of a guaranty;

14. Be responsible for any other matter that is delegated to the Board of Directors by the Shareholders' Meeting, or that is to be decided by the Board of Directors according to the Articles.

Article 30: Proceedings and Voting Procedures for Board of Directors

1. Any resolution proposed by the Board of Directors shall be voted on by each director who has one and only one vote. A resolution is considered passed if over half of the directors have voted for its.

2. A meeting held by the Board of Directors is considered valid only if over half of the directors are present.

Article 31: Without the approval of the Shareholders' Meeting, the Board of Directors has no power to:

1. Make a plan for increasing or decreasing the Company's registered capital;

2. Draft a plan for a merger, division, change of the corporate form or for a dissolution;

3. Add new shareholders;

4. Transfer or sell a single asset or assets whose individual value or cumulative value reaches over half of the total value of the assets held by the Company.

5. Make a plan for profit distribution and deficit coverage;

6. Make a plan for the Company's annual financial budgeting and final accounting;

7. Make an investment decision for the Company.

8. Offer a guaranty in the name of the Company.

9. Transfer to, or license, a third party to use the Company's intellectual property rights, such as proprietary and/or patented technology or trademark etc.

10. Appoint, suspend or dismiss a manager.

11. Set up a branch.

Article 32: A resolution drafted by the Board of Directors, with the exception of that passed in a meeting, can also be carried by a written unanimous consent, that is, a meeting is not necessary in order to pass and make valid the resolution if the resolution bears the signatures of all of the directors.

CHAPTER VII. SUPERVISOR

Article 33: The Company has one and only one supervisor to supervise the activities of the Company's directors and executives

Article 34: The Supervisor is elected by the Shareholders' Meeting. The Term of Office of the Supervisor is three years, however, the Supervisor can be re-elected for another term.

Article 35: The Company's Director, Manager and Chief Financial Officer shall not be the Supervisor concurrently.

Article 36: The Supervisor has the rights and powers to:

1. Review and examine the Company's financial situation (including but not limited to review and examination of all the financial information of the Company);

2. Supervise the Director and Manager to see if they are in violation of a law, regulation or the Articles of Association when they are exercising their power or doing their duties;

3. When a Director or Manager acts against the interests of the Company, require him or her to correct immediately;

4. Propose to convene an ad hoc Shareholders' Meeting;

5. File, on behalf of the Company, a lawsuit against, or an application for arbitration with, a Director or manager of the Company;

Article 37: The Supervisor is entitled to attend any meeting held by the Board of Directors and question or make a suggestion about a resolution put forward by the Board of Directors.

Article 38: If the Supervisor notices that the Company is operating abnormally, he or she has the right to carry out an investigation, and invite, when necessary, an accounting firm to assist him or her at the expenses of the Company.

CHAPTER VIII. OPERATION AND MANAGEMENT BODY

Article 39: The Company has one General Manager, which is to be appointed by the Board of Directors (The first General Manager shall be held by Party C, however). The General Manager reports to the Board of Directors with the powers to:

1. Preside over the Company's production, operation and management; organize and carry into execution any resolution passed in a Shareholders' Meeting;

2. Organize and implement the Company's annual operating and investment plans;

3. Draw up the Company's internal management structure (or organizational set-up);

4. Draft the basic management system for the Company;

5. Propose to appoint or dismiss the Company's Deputy Manager, Chief Financial Officer;

6. Appoint or dismiss such management personnel other than those to be appointed or dismissed by the Board of Directors;

7. Other powers that are delegated to him by the Board of Directors.

Article 40: The Vice General Manager reports directly to the General Manager. If the General Manager, for some reason, is unable to perform his duties, the Vice General Manager may, by delegation, act in the capacity of the General Manager and preside over the Company's daily production and management within the scope of the authorization.

Article 41: The Company's operation and management body consists of a number of functional and operational departments. and each department may have a department manager who reports to the General Manager.

Article 42: Any decision made on an important matter of the Company shall be signed by the General Manager in order to be valid and effective. Any decision that is required to be made in a Shareholders' Meeting or by the Board of Directors according to the Articles shall be signed with the written authorization from the Shareholders' Meeting or the Board of Directors.

Article 43: Unless unanimously approved in a Shareholders' Meeting, the General Manager shall not concurrently hold a position in any other economic organizations or establishments which is a competitor of the Company in Yunnan Province.

Article 44: The General Manager, Vice General Manager and other executives shall submit to the Board of Directors his or her resignation two months in advance if he or she intends to.

Article 45: The Board of Directors has the right to dismiss the Company's Vice General Manager, an executive or a department manager any time he or she is found grafting, committing serious dereliction of duty or breaking the non-competition provision of the Company Law. He or she shall also compensate for any loss suffered by the Company due to his or her acts or breach of the Articles. Any gain from his or her breach of non-competition provision shall be turned over to the Company.

CHAPTER IX. FINANCIAL, ACCOUNTING AND PROFIT DISTRIBUTION SYSTEM

Article 46: The Company's financial and accounting system are both in accordance with *the Company Law of People's Republic of China, The Accounting Law of People's Republic of China, General Principles of Corporate Finance, Corporate Accounting Standards*, and other relevant national financial and accounting laws, regulations and codes.

Article 47: The Company's fiscal year is calendar year starting from January 1 and ending December 31 each year.

Article 48: The Company's financial and accounting department shall prepare, on the end of each fiscal year, the financial and accounting reports and/or statements, which shall be examined and verified by a designated certified public accountant and then submitted to the Shareholders' Meeting for review and approval. Such financial reports and/or statements shall at least include:

1. Balance Sheet

2. Profit and Loss Statement

3. Statement of Cash Flows

4. Explanations on Financial Conditions;

5. Statement of Profit Distribution

Article 49: The Company's Financial Department shall submit to each shareholder the financial and accounting reports and/or statements of the last fiscal year before the end of the first month of the current fiscal year.

Article 50: Each shareholder of the Company has the right to commission an independent auditor to audit the Company's financial situation, and the Company shall provide all the conveniences for such purpose.

Article 51: The Company has the right to draw 10% from the net profit after the payment of the income tax into the Company's statutory reserve fund, which is used to cover losses, increase production, expand business or converted into the registered capital of the Company. The Company, however, shall stop drawing from the net profit once the said statutory reserve fund has reached 50% of the Company's registered capital; Meanwhile, the Company has the right to draw from the net profit after the payment of the income tax by a percentage that is set by the Board of Directors and permitted by law, usually 5% -10% of the net profit, into the Company's statutory public welfare fund for the collective welfare of the employees of the Company.

Article 52: If the Company's statutory reserve fund is not sufficient to cover the losses in the previous year, the net profit after the payment of the income tax shall be used to cover such losses first before the statutory reserve fund and statutory public welfare fund can be deducted from it as described under Article 50.

Article 53: The profit that remains after the income tax has been paid, losses, if any, have been covered, the statutory reserve fund and statutory public welfare fund have been deducted, as described under Article 50 and 51, shall be distributed among the shareholders of the Company in proportion to their respective capital contribution.

Article 54: Unless otherwise approved in a Shareholders' Meeting, the Company's distributable profit shall be distributed once a year as specified herein and the information as to how the distributable profit of the previous year was distributed,

including the amount to each shareholder, shall be released three months after each fiscal year.

Article 55: Except for the statutory accounting books, the Company shall not have any other accounting book and the assets of the Company shall not be kept in an account in the name of an individual.

CHAPTER X. MERGER AND DIVISION

Article 56: It is the Shareholders' Meeting that has the right to make a decision on a merger or division of the Company.

Article 57: A merger or division shall be carried out by following the procedures and requirements as specified under the Article 184 and Article 185 of the Company Law.

Article 58: When decreasing the registered capital, the Company shall prepare a balance sheet and an inventory of assets and then decrease the registered capital by following the procedures and requirements specified under the Article 186 of the Company Law.

Article 59: The registered capital of the Company after a decrease has been made shall not fall below the statutory minimum threshold.

Article 60: When increasing the registered capital of the Company, each shareholder has the right to subscribe, in proportion to his or her capital contribution, the new capital or negotiate about the percentage by which he or she can subscribe.

Article 61: If a change or changes has or have been effected to what have been registered as a result of a merger or division of the Company, the Company shall go to the registration authority at which it was registered for registration of changes, cancellation of existing registration or registration of establishment.

Article 62: The Company shall go to the registration authority at which it was registered for registration of changes if its registered capital has been increased or decreased.

CHAPTER XI. DURATION, DISSOLUTION AND LIQUIDATION OF COMPANY

Article 63: The Company's operating period is twenty years, starting from the date of issuance of the business license. If the shareholders unanimously agree to extend the operating period, a Shareholders' Meeting shall be held to put forward and pass a resolution on such extension. Then, the Company shall file an application for extension to a competent authority for approval six month before the expiry date and go to the registration authority for registration of changes and/or other matters.

Article 64: The Company may be dissolved, if:

1. The operating period as specified in the Articles of Association has expired;

2. A merger or division requires the Company to be dissolved;

3. The Shareholders' Meeting has passed a resolution to dissolve the company;

Article 65: The Company shall be dissolved, if:

1. The Company is ordered to be closed by law for its violation of a law or administrative regulation;

2. The Company is going bankrupt.

Article 66: If the Company is to be dissolved by Article 71, a Liquidation Team consisting of the shareholders of the Company shall be set up in 15 days.

Article 67: If the Company is to be dissolved by Article 71, it is the competent authority or people's court that has the right to set up a Liquidation Team.

Article 68: During the period of liquidation, the Liquidation Team has the powers to:

1. Wind up the property of the Company, prepare separate balance sheet and an inventory of property;

2. Notify the creditors by public announcement;

3. Dispose of and settle any unfinished business of the Company;

4. Pay taxes owed;

5. Clear credits and debts;

6. Dispose of the property that remains after the liquidation of debts;

7. Be the representative of the Company in civil proceedings.

Article 69: The Liquidation Team shall notify the creditors in ten day after the Date of Formation and make at least three public announcements in a newspaper in sixty days. A creditor shall declare, in thirty days after his or her receipt of the said notice, or in ninety days after the first public announcement if he or she has not received the said notice, his or her claims to the Liquidation Team, which shall be accompanied by supporting materials. The Liquidation Team shall register these claims. ,

Article 70: The Liquidation Team shall, after the Company has been liquidated, balance sheet and inventory of property have been prepared, make a liquidation plan and report to the shareholders' meeting or a competent authority for confirmation.

Article 71: The Company shall be liquidated in the following order if its property is enough to pay off all the debts of the Company:

1. Payment of Liquidation Expenses;

2. Payment of employees' wages and labor insurance;

3. Payment of taxes owed;

4. Payment of the Company's debts.

5. The property that remains after the payment of the above item 1 through 4 shall be distributed among the shareholders in proportion to their respective capital contribution.

Article 72: During the period of liquidation, the Company is not allowed to initiate a new business or operation. The property of the Company shall not be distributed among the shareholders unless the Company has been liquidated as specified under Article 67 (Item 1 through 4).

Article 73: If the Company is liquidated for the sake of dissolution, the Liquidation Team shall lodge an application to the people's court for declaring the Company bankrupt if the Liquidation Team find, after the Company has been fully liquidated, balance sheets

and inventory of property have been prepared, that the Company's property is not enough to pay off the debts.

Article 74: After the Company has been declared bankrupt by a people's court, the Liquidation Team shall prepare the Liquidation Report, which shall be confirmed by the shareholders' meeting or a competent authority and submitted to the registration authority for the purpose of cancellation of the Company's registration and public announcement of dissolution of the Company.

Article 75: Each member of the Liquidation Team shall be devoted to his or her duties and carry out the liquidation by law. The member of the Liquidation Team shall not accept a bribe or any other illegal income or givings, nor appropriate the property of the Company. The member of the Liquidation Team shall be responsible and compensate for any loss suffered by the Company and/or a creditor as a result of his or her intentional or gross fault.

CHAPTER XII. LABOR MANAGEMENT AND EMPLOYMENT SYSTEM

Article 76: The Shareholders' Meeting and Board of Directors of the Company shall draw up, in accordance with the relevant provisions and regulations on labor management, schemes or programs on staff recruitment, training, dismissal, salaries, social insurance, welfare benefits, occupational safety, health, labor discipline, incentives and the like.

Article 77: The Company shall be in compliance with the relevant provisions or regulations on labor management in recruitment, employment, dismissal, wages, welfare, labor insurance, labor protection, labor discipline and so on.

Article 78: The Company shall sign a contract of employment with each employee it recruits.

Article 79: The Company is entitled to impose a penalty on any employee breaking any of the Company's rules, regulations or labor discipline, such penalties may include a warning, a demerit, a demotion, a wage cut, even dismissal in serious cases.

CHAPTER XIII. RULES AND REGULATIONS

Article 80: The rules and regulations to be formulated by the Board of Directors shall include, but are not limited to, the following:

1. An operation and management system, including the powers, rights, duties and working procedures for each management department;

2. Code of ethics for employees;

3. Labor and salary system;

4. Employee attendance, promotion, reward and penalty system;

5. Employees' wages and benefits system;

6. Financial system;

7. System and procedures for liquidation at the time of dissolution;

8. The other rules and systems to be formulated by the Company.

CHAPTER XIV. SUPPLEMENTARY ARTICLES

Article 81: The Articles of Association is legally binding upon the Company, its shareholders, the board of directors, the supervisors, and the general manager of the Company.

Article 82: The legal representative or the authorized agent of each shareholder shall sign, together with his or her common seal, the Articles to attest to his full acceptance of the provisions of the Articles.

Article 83: The Articles shall come into force on the day the registration authority approves the registration of establishment and issues the business license. This is also applicable to any amendment to the Articles。

Article 84: The Board of Directors of the Company has the power of interpretation of the Articles, such interpretation, however, must be unanimously accepted by the shareholders in order to be valid.

Article 85: The Articles is made in octuplicate of the same force and effect, with one copy to be held by each shareholder, one kept in the Company and the rest to the departments concerned for the record or for completion of required procedures or formalities.

Party A: ***Deng Jiji***	Party B: ***Luo Huanji***
[Signature]	[Signature]
Party C: ***Cai Huaiying***	Party D: ***Ouyang Chongbin***
[Signature]:	[Signature]:

August, 2011

AMENDMENT TO ARTICLES OF ASSOCIATION

Ruili Zhisheng Import & Export Co., Ltd. (hereinafter referred to as the Company) convened a Shareholders' Meeting on July 3, 2012, in which a resolution was passed to change the Company's registered capital and amend the Articles of Association as follows:

I. The Article 11, Chapter III, reading *"The registered capital of The Company is RMB five million (5,000,000) only"*, is now revised to: *The registered capital of The Company is RMB forty million (40,000,000) only.*

II. The Article 12, Chapter III, reading: *"The capital contributions of Deng Jiji, Luo Huanji, Cai Huaiying, Ouyang Chongbin as well as their respective percentage are listed below:"*

Shareholders	Form of Contribution	Amount of Capital Contribution	Percentage	Date of Contribution
Deng Jiji	Monetary	155	31%	2011.8.26
Luo Huanji	Monetary	145	29%	2011.8.26
Cai Huaiying	Monetary	125	25%	2011.8.26
Ouyang Chongbin	Monetary	75	15%	2011.8.26

III. Is now revised to: *"The capital contributions of Deng Jiji, Luo Huanji, Cai Huaiying, Ouyang Chongbin as well as their respective percentage are listed below:*

Shareholder	Form of Contribution	Amount of Capital Contribution	Percentage	Date of Contribution
Deng Jiji	Monetary	1,240	31%	2012/7/17
Luo Huanji	Monetary	1,160	29%	2012/7/17
Cai Huaiying	Monetary	1,000	25%	2012/7/18
Ouyang Chongbin	Monetary	600	15%	2012/7/17

IV. This Amendment to the Articles of Association is made in sextuplicate, with one copy to be held by each shareholder, one kept in the Company and one to the registration authority for the record.

Signature of Legal Representative:

Deng Jiji	***Luo Huanji***
[Signature]	[Signature]
Cai Huaiying	***Ouyang Chongbin***
[Signature]	[Signature]

Ruili Zhisheng Import & Export Co., Ltd.

(with the seal)

July 25, 2012

NOTARIAL CERTIFICATE

(TRANSLATION)

(2012) Y. R. Z. W. Zi No. 0833

Applicant: Ruili Zhisheng Import & Export Co., Ltd.

Address: 6 Yulin Lane, East of Ruijiang Road, Cooperative Zone, Ruili City

Legal Representative: Deng Jiji, male, born on May 3, 1965, ID Card No. 35040219650503601X

Notarization: Photocopy conforming to original

This is to certify that the photocopy attached hereto is in conformity with the original Articles of Association of Ruili Zhisheng Import & Export Co., Ltd. presented to the Notary by Deng Jiji, the legal representative of the Ruili Zhisheng Import & Export Co., Ltd..

Notary: Wu Weiping (Signature)

Ruili City Notary Public Office (Seal)

Yunnan Province

The People' s Republic of China

August 17, 2012.

I I 12593645

中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

护照 PASSPORT

类型 / Type: P

国家码 / Country Code: CHN

护照号 / Passport No.: G52855055



姓 / Surname: 欧阳/OUYANG

名 / Given names: 崇斌/CHONGBIN

性别 / Sex: 男/M

出生地点 / Place of birth: 福建/FUJIAN

出生日期 / Date of birth: 03 APR 1966

签发地点 / Place of issue: 福建/FUJIAN

签发日期 / Date of issue: 30 JUN 2011

有效期至 / Date of expiry: 29 JUN 2021

签发机关 / Authority: 公安部出入境管理局 Exit & Entry Administration Ministry of Public Security

78593349

POCHNOUYANG<<CHONGBIN<<<<<<<<<<<<<<<<<<<<<<<

G528550555CHN6604031M2106294192035O4<<<<<<24

中华人民共和国外交部请各国军政机关对持照人予以通行的便利和必要的协助。

The Ministry of Foreign Affairs of the People's Republic of China requests all civil and military authorities of foreign countries to allow the bearer of this passport to pass freely and afford assistance in case of need.

护照
PASSPORT

类型 / Type: P
国家码 / Country Code: CHN
护照号 / Passport No.: G37198823



姓 / Surname: 罗/LUO

名 / Given names: 焕文/HUANYI

性别 / Sex: 男/M

出生地点 / Place of birth: 福建/FUJIAN

出生日期 / Date of birth: 04 SEP 1951

签发地点 / Place of issue: 福建/FUJIAN

签发日期 / Date of issue: 15 OCT 2009

有效期至 / Date of expiry: 14 OCT 2019

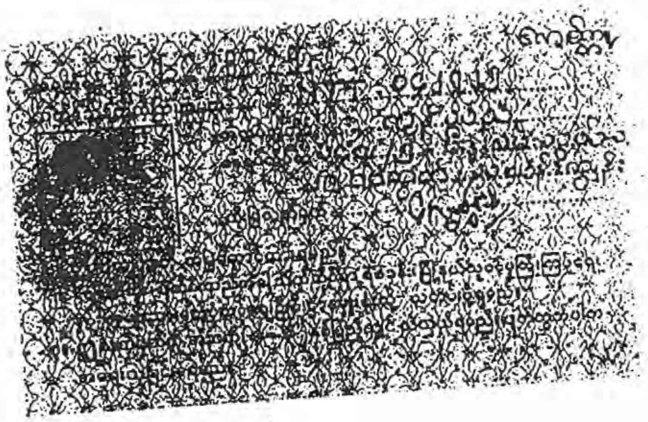
签发机关 / Authority: 公安部出入境管理局 Exit & Entry Administration Ministry of Public Security

4369685

POCHNLUO<<HUANYI<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

G371988235CHN5109045M1910142192035O4<<<<<<28





ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ......၄၇၉...../ ၂၀၀၉ - ၂၀၁၀

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ......ထိပ်တန်းကြယ်ဆယ်ခု ထုတ်လုပ်မှုကုမ္ပဏီ.... ....လီမိတက်.....အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၀၉ ခုနှစ်၊ ဇူလိုင်......လ၊ ၂၀ ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

(အေးကို)
ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန
ကုမ္ပဏီများမှတ်ပုံတင်အရာရှိ
ကုမ္ပဏီများမှတ်ပုံတင်ရုံး

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....479........ of 2009 - 2010

I hereby certify that ....TOP TEN STAR PRODUCTION.......... ....COMPANY LIMITED..........is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Given under my hand at Nay Pyi Taw this ....TWENTIETH..........day of..........JULY, ...TWO THOUSAND AND NINE..........

(AYE KO)
DIRECTOR GENERAL
Directorate of Investment and Company Administration
Registrar of Joint Stock Companies
Companies Registration Office

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN
(Myanmar Companies Act, See Section 87)

Name of Company : TOP TEN STAR PRODUCTION CO., LTD.

Present by : U AYE TUN SHWE

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1.U AYE TUN SHWE	Myanmar 9/Kha Ah Za (Naing)013640	No.147,Room No.5,Kauk Lyin Street,29th Ward,Thingangyun Township,Yangon Region.	Merchant	Managing Director.
2.U TUN TUN	Myanmar 9/Tha Sa Na (Naing)000407	Buteryon Street,No.5 Ward,(Ma.Ya.Ka) Nearest Office,Thazi Township,Mandalay Region.	Merchant	Director.
3.U ZER NI WIN KHAING	Myanmar 9/Pa Ma Na (Naing) 159102	No.23,East (7) Street,Man Pyae (3) Ward,Thaketa Township, Yangon Region.	Merchant	Director.
4.U THAN TUN	Myanmar 12/Ma Ba Na (Naing) 014066	No.(8),Lane (6),Mindama Road,Shwe Kabar Housing, Mayangone Township,Yangon Region.	Merchant	Change From Address-No.12,5th Floor (Right),Yarma Street,Saw Yan Paing (South) Ward,Ahlone Township, Yangon Region, w.e.f- 31.8.2011.

NOTE : (1) A Complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for " Changes" by placing against the new Director's name the word " in place of................... and by writing against any former Director's name the word "dead " " resigned" or as the case may be giving the date of change against the entry.

Signature ....

Designation ....U AYE TUN SHWE MANAGING DIRECTOR TOP TEN STAR PRODUCTION CO., LTD.

Dated this ....31.8.2011.........

Myanmar Campanies

U AYE TUN SHWE
MANAGING DIRECTOR
TOP TEN STAR PRODUCTION CO., LTD.

To

Director General

Directorate of Investment and Company Administration Department

Ministry of National Planning and Economic Development

Office (32),Nay Pyi Taw.

BAW PHYU TAUNG CO., LTD.

Dated

Sir

I hereby submit the following documents for Registration which are required under the Myanmar Companies Act.

Should you need further information regarding documents, I am pleased to furnish them wihthout any hesitation.

1. Memorandum of Association.
2. Articles of Association.
3. Declaration of registration.
4. Declaration of registered office.
5. Declaration of legal version.
6. Certificate of Translation.
7. Company's main objects.
8. List of directors.
9. Undertaking.

Yours sincerely,

U AYE TUN SHWE

(Director)

Director General

Companies Registration Office

Directorate of Investment and Company Administration

Ministry of National Planning and Economic Department

Date - September ,2012.

Subject- Application for Setting Up" BAW PHYU TAUNG CO.,LTD" (Industrial/Production) Company

Dear Sir,

We have the pleasure to submit herewith the following documents for the application for setting up "**BAW PHYU TAUNG CO., LTD**" (Industrial / Production Company) and shall be grateful if you will kindly permit to be set up Company in Myanmar.

(1) Application Letter of Permit (Affixed Ks-6/- court fee stamp)

(2) Application Form A (2) Copies

(3) Questionnaire Form (2) Copies

(4) List of intended business activities that will be carried out in the Union of Myanmar

(5) A copy of Permit & Decision of the Myanmar Investment Commission for the manufacturing

(6) List of estimated expenditure for the first year operation

(7) Statement of compliance for intial capital brough in

(8) Original Bank Statement for each shareholders and directors

(9) Passport Copy or NRC Copy of each shareholders and directors

(10) Memorandum and Articles of Association (Copy)

(11) Undertaking(Statement whether a shareholder /director is a member/director at other company or not)

(12) Board of director's Resolution if shareholder is a company

(13) Undertaking not to do trading activities.

Notarised and Consularised Documents.

(14) Incorporation certificate

(15) Memorandum & Articles Of Association

(16) Audited financial statement last two years

U AYE TUN SHWE

DIRECTOR

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ဘော်ဖြူတောင် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

✣ ✣ ✣ ✣

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

BAW PHYU TAUNG COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဘော်ဖြူတောင် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ကုမ္ပဏီ၏ အမည်သည် " **ဘော်ဖြူတောင်** ကုမ္ပဏီ **လီမိတက်** " ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ **ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်း ဖြစ်ပါသည်။**

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် ၅၀၀,၀၀၀,၀၀၀/- /- (ကျပ် **သန်းငါးရာ** တိတိ) ဖြစ်၍ ငွေကျပ် ၁၀၀၀၀၀/- (ကျပ် **တစ်သိန်း** တိတိ) တန် အစုရှယ်ယာပေါင်း (၅,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသော တရားဥပဒေအထွေထွေ ပြဋ္ဌာန်းချက်များ နှင့် အညီ အပေါင်းထွေ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့် နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာ ရှိစေရမည်။

စက်မှုလက်မှုနှင့် ထုတ်လုပ်မှု လုပ်ငန်း ရည်ရွယ်ချက်

၁။ နိုင်ငံတော်အစိုးရက ခွင့်ပြုထားသော အောက်ဖော်ပြပါ ကုန်ပစ္စည်းများကို ထုတ်လုပ်ခြင်း ၊ စိုက်ပျိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ပြုပြင်ခြင်း စသည့် လုပ်ငန်းများ ဆောင်ရွက်ရန် [illegible] ပူးပေါင်းဖြစ်စေ၊ မည်သည့် ပြည်တွင်း၊ပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေ လုပ်ကိုင်ရန်။

(က) လယ်ယာကိုင်းကျွန်းနှင့် ဥယျာဉ်ခြံမြေထွက်ကုန်ပစ္စည်းများကို စိုက်ပျိုးခြင်း၊ ထုတ်လုပ်ခြင်း၊ ရိတ်သိမ်းခြင်း၊ တာရှည်ခံအောင်ပြုပြင်ခြင်း၊ထုတ်ပိုးခြင်း၊ကြိတ်ခွဲခြင်းနှင့်ကုန်ထုတ်လုပ်ခြင်း၊

(ခ) (ကျွန်းမှအပ) သစ်နှင့်သစ်တောထွက်ပစ္စည်းများအား([illegible]) ခုတ်လှဲခြင်း၊ ထုတ်ယူခြင်း၊ ခွဲစိတ်ခြင်း၊ ကုန်ထုတ်လုပ်ခြင်း၊ [illegible] ပြုပြင်ခြင်း နှင့် အသားသေစေခြင်း၊

(ဂ) တိရစ္ဆာန်မွေးမြူခြင်းနှင့် တိရစ္ဆာန်ထွက်ကုန်ပစ္စည်းများအား ပြုပြင်ထုတ်လုပ်ခြင်း၊ စည်သွပ်ခြင်း၊

(ဃ) ရေထွက်ကုန်ပစ္စည်းများအားဖမ်းယူခြင်း၊တာရှည်ခံအောင်ပြုပြင်ခြင်း၊ကြိတ်ခွဲခြင်း၊ စည်သွပ်ခြင်း နှင့် ပြုပြင်ထုတ်လုပ်ခြင်း၊

(င) ဓါတ်မြေသြဇာ၊ပိုးသတ်ဆေးနှင့် တိရစ္ဆာန်အစာ [illegible] ထုတ်လုပ်ခြင်း၊

(စ) လူသုံးကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဆ) အိမ်သုံးကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊

(ဇ) ယာဉ်နှင့်စက်ကိရိယာများ၊အပိုပစ္စည်းများ ထုတ်လုပ်ခြင်း၊

(ဈ) လက်မှုအနုပညာပစ္စည်းများ၊ယွန်းထည်များနှင့် ပရိဘောဂများ ထုတ်လုပ်ခြင်း၊

(ည) ဆောက်လုပ်ရေးပစ္စည်းများနှင့် သုတ်ဆေးများ ထုတ်လုပ်ခြင်း၊

(ဋ) စက်ရုံသုံးပစ္စည်းများ ထုတ်လုပ်ခြင်း၊

(ဌ) လျှပ်စစ်နှင့်အီလက်ထရောနစ် ကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း၊

(ဍ) အထည်အလိပ်နှင့် အဝတ်အထည်များ ထုတ်လုပ်ခြင်း၊

(ဎ) အစိုးရ၏ ခွင့်ပြုချက်ဖြင့် သတ္တုရှာဖွေခြင်း၊ တူးဖော်ခြင်း၊ ထုတ်လုပ်ခြင်း၊ပြုပြင်ခြင်းနှင့် ထွက်ရှိသော ကုန်ပစ္စည်းများကို ရောင်းချခြင်းလုပ်ကိုင်ရန်၊

၂။ အထက်ဖော်ပြပါ လုပ်ငန်းများတွင် လိုအပ်သည့် စက်ကိရိယာများ [illegible] ပစ္စည်းများ ၊ ကုန်ကြမ်း ပစ္စည်းများနှင့် အခြားသော ပစ္စည်းများကို ပြည်ပမှ တင်သွင်းရန်နှင့် ထုတ်လုပ် [illegible] ကုန်ချောများ တစ်စိတ် တစ်ဒေသ ကုန်ချောများကို ပြည်တွင်းပြည်ပတွင် လက်လီလက်ကား ရောင်းချရန်။

၃။ ကုမ္ပဏီ မှ သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း ၊ ကုမ္ပဏီ ၊ ဘဏ် ၊ သို့မဟုတ် ၊ ငွေကြေး အဖွဲ့အစည်း ထံ မှမဆို ငွေချေးယူရန် ။

ခြွင်းချက် ။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို [illegible] ပြည်ထောင်စုမြန်မာနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ ၊ အခြား မည်သည့် အရပ်ဒေသ၌ဖြစ်စေ ၊ အချိန်ကာလ [illegible] တည်မြဲနေသော တရား ဥပဒေ များ ၊ အမိန့်ကြော်ငြာစာများ ၊ အမိန့်များ က ခွင့် ပြုထားသည့် လုပ်ငန်းများမှအပ အခြား လုပ်ငန်းများ ကို လုပ်ကိုင်ဆောင်ရွက်ခြင်း မပြုပါ ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ အချိန်ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရား ဥပဒေပြဋ္ဌာန်းချက်မျ [illegible] များ ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ် ၊ ခွင့် ပြုထားရှိခြင်း ရှိမှ [illegible] လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက် ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါဝင်သော စာရင်းတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် ဆန္ဒရှိသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ ငွေရင်းအရင်းအနှီးတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ယူမည့်အစုရှယ်ယာ [illegible] ဦးရေ	ထိုးမြဲလက်မှတ်
1.	Ruili Zhisheng Import & Export Co.,Ltd. Represented By; MR.OUYANG CHONGBIN Room (405),Building (41),Meiling New Village,Meilie District, Sanming City,Fujian Province. Ph/09-49220915 (Merchant)	China Passport No. G - 52855055	450	Ouyang-
2.	MR. LUO HUANYI Room (202),Building (10), Wusi ,New Village,Liexi,Meilie District,Sanming City,Fujian Province. Ph/09-49220915 (Merchant)	China Passport No. G - 37198823		Luo
3.	Top Ten Star Production Co., Ltd. Represented By; U AYE TUN SHWE No.(147),Room No.(5),Kauklyin Street,29th Ward,Thingangyun Township,Yangon Region. Ph/09-5021896 (Merchant)	Myanmar 9/Kha Ah Za (Naing) 013640	50	[signature]
4.	U THAN TUN No.(8),Lane (6),Mindama Road, Shwe Kabar Housing,Mayangone Township,Yangon Region. Ph/09-49242602 (Merchant)	Myanmar 12/Ma Ba Na (Naing) 014066		[signature]

မြို့။ နေ့စွဲ၊ ၂၀၁၂ ခုနှစ် ဇက်တင်ဘာ လ ၁၇ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်၏ရှေ့မှောက်၌ လက်မှတ်ရေးထိုးကြပါသည်။

နိုင်ဝင်း
ဘီကွမ်း၊ ဗီပီအေ၊ ဒီဘီအယ်၊ ဒီအစ်အယ်၊ ဒီအိုင်အယ်
လက်မှတ်ရပြည်သူ့စာရင်းကိုင်
စာရင်းစစ် နှင့် ဘဏ္ဍာရေးအကြံပေး
၆၃-ပြည်ထိပ်၊ ၃၂-လမ်း၊ ရန်ကုန်မြို့။
ဖုံး-၂၄၉၁၈၄၊ ၇၀၈၈၂၇၊ ၃၈၃၈၃၅

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဘော်ဖြူတောင် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ နောက်ဆက်တွဲ ပထမဇယားပုံစံ (က) ပါ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာမနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့် မသက်ဆိုင်သော ကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည်အများနှင့်မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍အောက်ပါကန့်သတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ ဤကုမ္ပဏီ၏ အစုရှယ်ယာရှင်အရေအတွက်ကိုငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏ အစုရှယ်ယာ သို့မဟုတ် ငွေချေးလက်မှတ် သို့မဟုတ် ငွေချေးလက်မှတ်(စ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန်အများပြည်သူတို့အား ဖိတ်ခေါ်ခြင်းမပြုလုပ်ရန် ကန့်သတ်ထားသည်။

မတည်ငွေရင်းနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ် မ,တည်ငွေရင်းမှာ ကျပ် ၅၀၀,၀၀၀,၀၀၀/- /-(ကျပ် သန်းငါးရာ တိတိ) ဖြစ်၍ ငွေကျပ် ၁၀၀,၀၀၀/- /-(ကျပ် တစ်သိန်း တိတိ) တန် အစုရှယ်ယာပေါင်း (၅,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများ နှင့် လက်ရှိတရားဝင် အကျိုးသက်ရောက်ဖြစ်နေသောတရားဥပဒေ ပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေအစည်းအဝေးတွင် အဆိုများဆုံးဖြတ်ချက်ဖြင့် လျှော့ချနိုင်ခွင့်နှင့်ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေဘဲ ကုမ္ပဏီ၏ လုပ်ငန်းများသည်ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှု အောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်ရပ်ရပ်ဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာလက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာတစ်ဦး လက်မှတ်သည့် အခြားပုဂ္ဂိုလ်များကလက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။ အစုရှယ်ယာလက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း သို့မဟုတ် ပျက်စီးခြင်း ဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်း ထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင် တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာများက အသိအမှတ် ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအပေါ်က မပေးသွင်းရသေးသောငွေများကိုအခါ အားလျော်စွာ တောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်း အတွက် ဒါရိုက်တာများကသတ်မှတ်သည့် ပုဂ္ဂိုလ်များထံ သတ်မှတ်သည့်အချိန်နှင့် နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ် ရွှေ့ဆိုင်းခြင်း သို့မဟုတ်ရွှေ့ဆိုင်းခြင်း တို့ကိုဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်မချင်း ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂)ဦး ထက်မနည်း၊ (၁၅)ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -
(၁) **MR. OUYANG CHONGBIN**
(၂) **MR. LUO HUANYI**
(၃) **U AYE TUN SHWE**
(၄) **U THAN TUN**
(၅)
တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သောသတ်မှတ်ချက်များ၊ ညာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး ယင်းပုဂ္ဂိုလ်အား ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများအားလုံးကို ၎င်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန်လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏အစုရှယ်ယာအနည်းဆုံး ( )စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့၏ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တုံတရားဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း၊ အစည်းအဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါကဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့် ပြဿနာမဆိုပေါ်ပေါက်ပါက မန်နေဂျင်းဒါရိုက်တာ၏အဆုံးအဖြတ်သည် အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက်တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက [illegible] ကော်မတီအစည်းအဝေး [illegible] ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် သုံးနှစ်ချုပ်ကာလ [illegible] အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ [illegible] အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများ [illegible] ရှိသည့်ခြင်း အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော ဈေးနှုန်းနှင့်စည်းကမ်းချက်များ အပေါ်မူတည်၍ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း [illegible] အခွင့်အရေးများ [illegible] များကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများ [illegible] ရှိရန်အပြင် [illegible] ဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို [illegible] ပြု၍ ထုတ်ပေးရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် [illegible] များအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာများအဖြစ် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ [illegible] ထုတ်ပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ [illegible] ခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ [illegible] များကိုအမြဲတမ်း ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်ဆိုင်းခြင်း၊ [illegible] ခြင်းများအတွက်လည်းကောင်း၊ အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌ လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌ လည်းကောင်း သင့်လျော်သလို ဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါ ကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့် အရာရှိကိုမဆို [illegible] အားလုံးကိုဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကို ဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာအဖွဲ့နှင့် [illegible] မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်တစ်ဦးမဆို ၎င်းတို့၏ အစုရှယ်ယာ [illegible] အကျိုးအမြတ်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများ [illegible] ရန်

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေကောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက၊ သင့်လျော် လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အထူးအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သက်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ်အစည်းအဝေးဆင့်ခေါ်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မူတည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင် အစုရှင် အရေအတွက် နှစ်ဦးသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည် ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဥပါဒ်မှုဖော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားပတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် ကိုက်ညီမှု ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်ပါစာအတိုင်း အကိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထိုအပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာချုပ်စာတမ်းတိုင်းတွင် ကိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါဝင်သော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ အရေအတွက်	ထိုးမြဲလက်မှတ်
1.	**Ruili Zhisheng Import & Export Co.,Ltd.** **Represented By;** **MR.OUYANG CHONGBIN** **Room (405),Building (41),Meiling New Village,Meilie District, Sanming City,Fujian Province.** **Ph/09-49220915 (Merchant)**	**China** **Passport No.** **G - 52855055**	**450**	Ouyang
2.	**MR. LUO HUANYI** **Room (202),Building (10), Wusi ,New Village,Liexi,Meilie District,Sanming City,Fujian Province.** **Ph/09-49220915 (Merchant)**	**China** **Passport No.** **G - 37198823**		Luo
3.	**Top Ten Star Production Co,, Ltd.** **Represented By;** **U. AYE TUN SHWE** **No.(147),Room No.(5),Kauklyin Street,29th Ward,Thingangyun Township,Yangon Region.** **Ph/09-5021896 (Merchant)**	**Myanmar** **9/Kha Ah Za (Naing) 013640**	**50**	[signature]
4.	**U THAN TUN** **No.(8),Lane (6),Mindama Road, Shwe Kabar Housing,Mayangone Township,Yangon Region.** **Ph/09-49242602 (Merchant)**	**Myanmar** **12/Ma Ba Na (Naing) 014066**		[signature]

မြို့။ နေ့စွဲ၊ ၂၀၁၂ ခုနှစ်၊ ဝက်ကင်ဘာ နိ်ဝင်း ၁၇ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

ဘီကွမ်း၊ ဗိဗိအေ၊ ဒီဘီအယ်၊ ဒီအစ်အယ်၊ ဒီအိုင်အယ်
လက်မှတ်ရပြည်သူ့စာရင်းကိုင်
စာရင်းစစ် နှင့် ဘဏ္ဍာရေးအကြံပေး
၈၃ - မြေညီထပ်၊ ၃၂ - လမ်း၊ ရန်ကုန်မြို့။
ဖုန်း - ၂၄၉၃၁၈၄၊ ၇၀၈၈၂၇၊ ၃၈၃၈၃၅

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

BAW PHYU TAUNG COMPANY LIMITED

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I. The name of the Company is **BAW PHYU TAUNG COMPANY LIMITED.**

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorized capital of the Company is Ks. 500,000,000 -(Kyats **Five Hundred Million** Only) divided into (5,000) shares of Ks. 100,000/-(Kyats **One Hundred Thousand** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

(၂)

စက်မှုလက်မှုနှင့် ထုတ်လုပ်မှု လုပ်ငန်း ရည်ရွယ်ချက်

၁။ နိုင်ငံတော်အစိုးရက ခွင့်ပြုထားသော အောက်ဖော်ပြပါ ကုန်ပစ္စည်းများကို ထုတ်လုပ်ခြင်း၊ စိုက်ပျိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ပြုပြင်ခြင်း စသည့် လုပ်ငန်းများ ဆောင်ရွက်ရန် [illegible] နည်းဖြစ်စေ၊ မည်သည့် ပြည်တွင်း၊ပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေ လုပ်ကိုင်ရန်။

(a) Growing,producing,harvesting,preserving,packing,milling and manufacturing of agricutural and farm products.

(b) Felling,extracting(with the permission from the authorities concerned) milling, manufacturing,preserving and seasoning of timber (excluding teak) and forest products.

(c) Livestock breeding,processing and canning of livestock products.

(d) Fishing,preserving,milling,canning and processing of marine products.

(e) Producing fertilizers,insecticides and animal feeds.

(f) Manufacturing of personal goods.

(g) Manufacturing of household goods.

(h) Manufacturig of vehicles,machineries and spares.

(i) Manufacturing of arts and crafts,lacpuerwares and furniture.

(j) Manufacturing of construction materials and paints.

(k) Manufacturing of factory utencils.

(l) Manufacturing of electrical and electronic goods.

(m) Manucacturing of textile,garments and clothings.

(n) To carry on the business of exploration,exploitation,production,processing of minerals and marketing of its products with the permission of the Government.

၂။ အထက်ဖော်ပြပါ လုပ်ငန်းများတွင် လိုအပ်သည့် စက်ကိရိယာများ၊ အပိုပစ္စည်းများ၊ ကုန်ကြမ်း ပစ္စည်းများနှင့် အခြားသော ပစ္စည်းများကို ပြည်ပမှ တင်သွင်းရန်နှင့် [illegible]သော ကုန်ချောများ တစ်စိတ် တစ်ဒေသ ကုန်ချောများကို ပြည်တွင်းပြည်ပတွင် လက်လီလက်ကား ရောင်းချရန်။

၃။ ကုမ္ပဏီ မှ သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ [illegible]၊ ငွေကြေး အဖွဲ့အစည်း ထံ မှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို [illegible] သမ္မတမြန်မာနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြား မည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရား ဥပဒေ များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များ က ခွင့် ပြုထားသည့် လုပ်ငန်းများမှအပ အခြား လုပ်ငန်းများ ကို လုပ်ကိုင်ဆောင်ရွက်ခြင်း မပြုပါ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတမြန်မာ နိုင်ငံတော် အတွင်း၌ အချိန်ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရား ဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့် ပြုထားရှိခြင်း ရှိမှ သာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက် ထားရှိပါသည်။

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
	Ruili Zhisheng Import & Export Co.,Ltd. Represented By;		450	
1.	**MR.OUYANG CHONGBIN** Room (405),Building (41),Meiling New Village,Meilie District, Sanming City,Fujian Province. Ph/09-49220915 (Merchant)	China Passport No. G - 52855055		Ouyang
2.	**MR. LUO HUANYI** Room (202),Building (10), Wusi ,New Village,Liexi,Meilie District,Sanming City,Fujian Province. Ph/09-49220915 (Merchant)	China Passport No. G - 37198823		Luo
	Top Ten Star Production Co., Ltd. Represented By;		50	
3.	**U AYE TUN SHWE** No.(147),Room No.(5),Kauklyin Street,29th Ward,Thingangyun Township,Yangon Region. Ph/09-5021896 (Merchant)	Myanmar 9/Kha Ah Za (Naing) 013640		[signature]
4.	**U THAN TUN** No.(8),Lane (6),Mindama Road, Shwe Kabar Housing,Mayangone Township,Yangon Region. Ph/09-49242602 (Merchant)	Myanmar 12/Ma Ba Na (Naing) 014066		[signature]

Township. Dated the 17th day Sept of 2012 ,

It is hereby certified that the persons mentioned above put their signatures in my presence.

KHAING WIN
B.Com.,C.P.A.,D.B.L.,D.M.L.,D.I.L.,
Certified Public Accountant
Auditor & Financial Consultant
No-83,32nd Street,Yangon.
☎: 249184, 708827, 383835

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

BAW PHYU TAUNG COMPANY LIMITED

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

   (a) The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The Authorised Capital of the Company is Ks. **500,000,000** /- (Kyats **Five Hundred Million** Only) divided into (**5,000**) shares of K **100,000/-** /- (Kyats **One Hundred Thousand** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognized by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (15

The First Directors shall be:-

(1) **MR. OUYANG CHONGBIN**
(2) **MR. LUO HUANYI**
(3) **U AYE TUN SHWE**
(4)
(5) **U THAN TUN**

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least ( ) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) all sales and purchases of goods by the Company;

(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statut modifications thereof for the time being in force.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
1.	**Ruili Zhisheng Import & Export Co.,Ltd.** **Represented By;** **MR.OUYANG CHONGBIN** **Room (405),Building (41),Meiling New Village,Meilie District, Sanming City,Fujian Province.** **Ph/09-49220915 (Merchant)**	China Passport No. G - 52855055	450	Ouyang
2.	**MR. LUO HUANYI** **Room (202),Building (10), Wusi ,New Village,Liexi,Meilie District,Sanming City,Fujian Province.** **Ph/09-49220915 (Merchant)**	China Passport No. G - 37198823		Luo
3.	**Top Ten Star Production Co., Ltd.** **Represented By;** **U AYE TUN SHWE** **No.(147),Room No.(5),Kauklyin Street,29th Ward,Thingangyun Township,Yangon Region.** **Ph/09-5021896 (Merchant)**	Myanmar 9/Kha Ah Za (Naing) 013640	50	[signature]
4.	**U THAN TUN** **No.(8),Lane (6),Mindama Road, Shwe Kabar Housing,Mayangone Township,Yangon Region.** **Ph/09-49242602 (Merchant)**	Myanmar 12/Ma Ba Na (Naing) 014066		[signature]

Township. Dated the 17th day sept of 2012 ,

It is hereby certified that the persons mentioned above put their sighatures in my presence.

KHAING WIN
B.Com.,C.P.A.,D.B.L.,D.M.L.,D.I.L.,
Certified Public Accountant
Auditor & Financial Consultant
No-83 32nd Street Yan...